

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



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, November 16, 2023**

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**REGULAR MEETING OF THE CITY COUNCIL**

**CALL TO ORDER**

**1. INVOCATION**

Offered by: Reverend David Hoss Johnson, with Score International Missions

**2. PLEDGE OF ALLEGIANCE**

Led by: Councilmember Bill Kling

**3. APPROVAL OF THE AGENDA**

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

- a. [2023-912](#) Minutes of Regular Meeting of the City Council held November 2, 2023.  
(Minutes Received)

**5. MAYOR: SPECIAL RECOGNITIONS**

- a. [2023-913](#) Check presentation from State Representative Laura Hall.

**6. COUNCIL: SPECIAL RECOGNITIONS AND RESOLUTIONS**

**Special Recognitions**

- a. [2023-914](#) Presentation honoring Loretta Spencer and recognizing the official naming of the Loretta P. Spencer Sports Complex.

**Sponsors:** Kling

**Resolutions for Approval and Presentation**

- b. [2023-868](#) Resolution honoring the Mae Jemison Jr. Jaguars football team for successfully securing a Championship Title.  
Resolution No. 23-946

**Sponsors:** Keith

**Attachments:** [Resolution honoring Mae Jemison Jr. Jaguars](#)

**Resolutions for Approval Only**

**7. ANNOUNCEMENTS AND PRESENTATIONS**

- a. [2023-869](#) Presentation from the Huntsville Museum of Art.

**Sponsors:** Finance

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

- a. [2023-906](#) Public hearing to the vacation of a right-of-way along Hagey Drive. (Porter) (Set October 12, 2023, Regular Council Meeting)

**Sponsors:** Planning

**Attachments:** [Hagey Dr res After Public Hearing Complete.pdf](#)

- b. [2023-907](#) Public hearing on the zoning of 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set October 12, 2023, Regular Council Meeting)  
Ordinance No. 23-832

**Sponsors:** Planning

**Attachments:** [Shottenkirk\\_Zoning](#)

- c. [2023-908](#) Public hearing on the rezoning of 64.68 acres of land lying on the west side of Liberty Hill Road and north of Routt Road from Residence 1 District to Planned Industrial District; and the introduction of an Ordinance pertaining to the same. (Set October 12, 2023, Regular Council Meeting)  
Ordinance No. 23-834

**Sponsors:** Planning

**Attachments:** [LibertyHill\\_Rezoning](#)

- d. [2023-909](#) Public hearing on the rezoning of 0.50 acres of land lying on the north of Governors Drive and west of Turner Street from Medical District to General Business C-3 District; and the introduction of an Ordinance pertaining to the same. (Set October 12, 2023, Regular Council Meeting)  
Ordinance No. 23-836

**Sponsors:** Planning

**Attachments:** [GovernorsDrive\\_Rezoning](#)



**10. PUBLIC HEARINGS TO BE SET**

- a. [2023-915](#) Resolution to set a public hearing for In2Equity Freight & Logistics d/b/a Bumble Bee Promotions for the operation of one special shuttle. (Set December 7, 2023, Regular Council Meeting)  
Resolution No. 23-947  
**Sponsors:** Parking/Public Transit  
**Attachments:** [In2Equity Freight & Logistics 231116](#)
- b. [2023-916](#) Resolution to set a public hearing on the vacation of a right-of-way located at 2100 1st Street, Lowe Corporation Addition, and the introduction of a Resolution consenting to, and the introduction of an Ordinance vacating the right-of-way pertaining to the same. (Home Space Builders) (Set December 21, 2023, Regular Council Meeting)  
Resolution No. 23-948  
Resolution No. 23-949  
Ordinance No. 23-950  
**Sponsors:** Planning  
**Attachments:** [First St ROW Vacation COMPLETE.pdf](#)

**11. AGENDA RELATED PUBLIC COMMENTS**

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

**12. MAYOR COMMENTS****13. COUNCILMEMBER COMMENTS**

Councilmember Bill Kling

Councilmember John Meredith

Councilmember Devyn Keith

Councilmember Jennie Robinson

Councilmember David Little

**14. FINANCE COMMITTEE REPORT**

- a. [2023-917](#) Resolution authorizing expenditures for payment.  
Resolution No. 23-951

**Sponsors:** Finance Committee

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

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

- a. [2023-910](#) Resolution appointing Alvie Garrett to the Huntsville Tennis Center Board of Control, Place 5, to the seat previously held by Kevin Jose, for a three (3) year term to expire on November 28, 2026. (Nominated November 2, 2023, Regular Council Meeting)  
Resolution No. 23-952

**Sponsors:** Meredith

**Attachments:** [Garrett Appointment Tennis Board](#)

**16. BOARD APPOINTMENT NOMINATIONS****17. HUNTSVILLE UTILITIES ITEMS****18. LEGAL DEPARTMENT ITEMS/TRANSACTIONS****Vacation of Easements****Vacation of Rights-of-Way**

- a. [2023-918](#) Resolution consenting to the vacation of a right-of-way along Hagey Drive. (Porter) (Introduced October 12, 2023, Regular Council Meeting)  
Resolution No. 23-828

**Sponsors:** Planning

**Attachments:** [Complete.pdf](#)

- b. [2023-919](#) Ordinance vacating a right-of-way along Hagey Drive. (Porter) (Introduced October 12, 2023, Regular Council Meeting)  
Ordinance No. 23-829

**Sponsors:** Planning

**Attachments:** [Complete.pdf](#)

**19. UNFINISHED BUSINESS ITEMS FOR ACTION**

- a. [2023-904](#) Ordinance naming a road in John Hunt Park as Steve Ivey Drive SW. (Introduced November 2, 2023, Regular Council Meeting)  
Ordinance No. 23-943  
  
**Sponsors:** Administration  
**Attachments:** [Ord Naming Steve Ivey Dr complete](#)
- b. [2023-905](#) Ordinance amending the Code of Ordinances of the City of Huntsville, Chapter 2, Article XI, Police Citizens Advisory Council. (Introduced November 2, 2023, Regular Council Meeting)  
Ordinance No. 23-944  
  
**Sponsors:** Little  
**Attachments:** [HPCAC Ordinance 10.27.23.docx](#)
- c. [2023-911](#) Ordinance to declare certain real property as surplus and no longer needed for a municipal purpose and authorizing the City of Huntsville enter into a Development Agreement and Ground Lease with BREG HSV, LLC. (Introduced November 2, 2023, Regular Council Meeting)  
Ordinance No. 23-945  
  
**Sponsors:** Urban Development  
**Attachments:** [BREG Surplus Property ord Complete.pdf](#)

**20. NEW BUSINESS ITEMS FOR CONSIDERATION OR ACTION**

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

- a. [2023-920](#) Resolution authorizing travel expenses.  
Resolution No. 23-953  
  
**Sponsors:** Finance  
**Attachments:** [Travel Resolution Complete](#)
- b. [2023-921](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Cavanaugh MacDonald Consulting, LLC for Actuarial services on the City's Post-Retirement Medical Plan.  
Resolution No. 23-954  
  
**Sponsors:** Finance  
**Attachments:** [OPEB Complete](#)

- c.     [2023-922](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Huntsville Electric Utility Board to provide billing and collections service for the City's sewer service and garbage collections.  
Resolution No. 23-955  
**Sponsors:**     Finance  
**Attachments:** [Huntsville Electric Utility Complete](#)
- d.     [2023-923](#)     Resolution authorizing the Mayor to commit the settlement funding received by the City from the Walmart Opioid Settlement.  
Resolution No. 23-956  
**Sponsors:**     Finance  
**Attachments:** [Walmart Settlement Resolution-Complete](#)
- e.     [2023-924](#)     Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.  
Ordinance No. 23-957  
**Sponsors:**     City Council  
**Attachments:** [District 2 Council Improvement Complete](#)
- f.     [2023-925](#)     Resolution authorizing the Mayor to enter into a Project Development Agreement and a Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for the Joe Davis Hotel Development.  
Resolution No. 23-958  
**Sponsors:**     Urban Development  
**Attachments:** [Project Development Agmt and Ground Lease Agmt COMPLETE](#)
- g.     [2023-926](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, Inc., for Western Area Wastewater Master Plan.  
Project No. 71-24-SP02.  
Resolution No. 23-959  
**Sponsors:**     Engineering  
**Attachments:** [Garver Western Area Wastewater Master Plan compete.pdf](#)
- h.     [2023-927](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Geo Solutions, L.L.C., for Construction Materials Testing Services for Huntsville Northern Bypass, Project No. 65-10-RD08.  
Resolution No. 23-960  
**Sponsors:**     Engineering  
**Attachments:** [Geo Solutions HNB Testing Agmt COMPLETE.pdf](#)

- i.     [2023-928](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and S&ME, Inc., for Huntsville Northern Bypass, Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917).  
Resolution No. 23-961  
  
      **Sponsors:**     Engineering  
      **Attachments:** [S&ME Northern Bypass COMPLETE.pdf](#)
- j.     [2023-929](#)     Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and the U. S. Geological Survey for Water Resources Investigations, Project No. 71-24-DM02.  
Resolution No. 23-962  
  
      **Sponsors:**     Engineering  
      **Attachments:** [USGS Joint Funding Agreement COMPLETE.pdf](#)
- k.     [2023-930](#)     Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and CDG Engineers & Associates, Inc., for the John Hunt Park Tennis Center Expansion.  
Resolution No. 23-963  
  
      **Sponsors:**     General Services  
      **Attachments:** [Comoplete-CDG-JHPTennis Ctr.pdf](#)
- l.     [2023-931](#)     Resolution authorizing the Mayor to enter into a Temporary Construction Easement Agreement between the City of Huntsville, Freedom Tower LLC and Brasfield & Gorrie LLC for the Office Building at Hays Farm.  
Resolution No. 23-964  
  
      **Sponsors:**     General Services  
      **Attachments:** [COMPLETE-BG Temp. Easement v3 - RW.pdf](#)
- m.     [2023-932](#)     Resolution authorizing the Mayor to enter into a Standard Agreement between the City of Huntsville and Wiss, Janney, Elstner Associates, Inc., for the Clinton Avenue Parking Deck.  
Resolution No. 23-965  
  
      **Sponsors:**     General Services  
      **Attachments:** [COMPLETE-WJE-ClintonParkingDeck.pdf](#)
- n.     [2023-933](#)     Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC for HOME funds to construct affordable senior multi-family housing.  
Resolution No. 23-966  
  
      **Sponsors:**     Community Development  
      **Attachments:** [HOME Agreement - Arbours at Moores Mill Complete](#)
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- o. [2023-934](#) Resolution authorizing the Mayor to execute Modification No. 4 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc., for the use of CDBG-CV funds.  
Resolution No. 23-967  
**Sponsors:** Community Development  
**Attachments:** [First Stop CDBG-CV Mod 4 Agreement complete](#)
- p. [2023-935](#) Resolution authorizing the Mayor to enter into an 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 6211 Hollow Road NW.  
Resolution No. 23-968  
**Sponsors:** Community Development  
**Attachments:** [6211 Hollow Road - HOME Entitlement Contract Complete.pdf](#)
- q. [2023-936](#) Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville and Oakwood University, Inc.  
Resolution No. 23-969  
**Sponsors:** Police  
**Attachments:** [Complete File- Oct 2023](#)
- r. [2023-937](#) Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and the lowest responsible bidder, SJ&L General Contractors, LLC for the provision of services for the Resurfacing of Residential Streets FY2024 Phase 1 project.  
Resolution No. 23-970  
**Sponsors:** Public Works  
**Attachments:** [SL & L General Contractors Complete](#)
- s. [2023-938](#) Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558679 for the Bluffs at Inspiration Subdivision.  
Resolution No. 23-971  
**Sponsors:** Legal  
**Attachments:** [Bluffs 6679 LOC Complete.pdf](#)
- t. [2023-939](#) Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558688 for the Bluffs at Inspiration Subdivision.  
Resolution No. 23-972  
**Sponsors:** Legal  
**Attachments:** [Bluffs 8688 LOC Complete.pdf](#)
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- u.     [2023-940](#)     Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558682 for Inspiration on Green Mountain Phase VI Subdivision.  
Resolution No. 23-973  
  
      **Sponsors:**     Legal  
      **Attachments:** [Inspiration 8682 LOC Complete.pdf](#)
- v.     [2023-941](#)     Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558685 for the Inspiration on Green Mountain Phase VI Subdivision.  
Resolution No. 23-974  
  
      **Sponsors:**     Legal  
      **Attachments:** [Inspiration 8685 LOC Complete.pdf](#)
- w.     [2023-942](#)     Resolution authorizing the City Attorney to settle the lawsuit entitled Alexandria Clark, et. al v. City of Huntsville, et. al, in the District Court of Madison County, Case No. DV-2022-902618.  
Resolution No. 23-975  
  
      **Sponsors:**     Legal  
      **Attachments:** [Clark Settlement Complete.pdf](#)
- x.     [2023-943](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement with Larry Hamilton  
Resolution No. 23-976  
  
      **Sponsors:**     Parking/Public Transit  
      **Attachments:** [Larry Hamilton complete 231116](#)
- y.     [2023-944](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Roosevelt Daffin.  
Resolution No. 23-977  
  
      **Sponsors:**     Municipal Court  
      **Attachments:** [Roosevelt Daffin Contract 2024.pdf](#)
- z.     [2023-945](#)     Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Derrick Woodruff.  
Resolution No. 23-978  
  
      **Sponsors:**     Municipal Court  
      **Attachments:** [Derrick Woodruff 2024 Contract.pdf](#)

**21. NEW BUSINESS ITEMS FOR INTRODUCTION**

- a. [2023-946](#) Introduction of an Ordinance to name a road in John Hunt Park “Becky Peirce Drive SW.”  
Ordinance No. 23-979

**Sponsors:** Administration

**Attachments:** [Becky Peirce Drive naming ord Complete.pdf](#)

**22. SECOND ROSTER PUBLIC COMMENTS**

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

**23. ADJOURNMENT*****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:** 11/16/2023

**File ID:** 2023-912

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**Department:** City Clerk

**Subject:**

**Type of Action:** Approval/Action

Minutes of Regular Meeting of the City Council held November 2, 2023. (Minutes Received)

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-913

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**Department:** Parks and Recreation

**Subject:**

**Type of Action:** Presentation

Check presentation from State Representative Laura Hall.

**Finance Information:**

**Account Number:** ?

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** 25,000.00

**Grant Title - CFDA or granting Agency:** State Legislature (Rep. Laura Hall)

**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

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-914

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**Department:** City Council

**Subject:**

**Type of Action:** Presentation

Presentation honoring Loretta Spencer and recognizing the official naming of the Loretta P. Spencer Sports Complex.

**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:** 11/16/2023

**File ID:** 2023-868

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**Department:** City Council

**Subject:**

**Type of Action:** Approval/Action

Resolution honoring the Mae Jemison Jr. Jaguars football team for successfully securing a Championship Title.

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 -**

**WHEREAS**, the City Council and Mayor of the City of Huntsville, Alabama wish to recognize and congratulate the Mae Jemison Jr. Jaguars football team for their will to overcome adversity and secure a championship title for their 5-7 age division this season; and

**WHEREAS**, the Jr. Jaguars began their journey in the Fall of 2021, composed of three separate age divisions, 5-7, 8-9, and 10-12, alongside a cheerleading squad that provided enthusiastic support every step of the way. Under the leadership of Coach Danny Calvert and the unwavering support of the City of Huntsville, about 80 helmets and shoulder pads were provided to the young team to jumpstart their program in its first year; and

**WHEREAS**, Danny Calvert, a 35-year veteran of the Huntsville Police Department, experienced a rocky start leading the program, with the 5-7 team was unable to grasp any wins during its opening season. However, this only inspired Coach Calvert to challenge his players to turn things around. Through unparalleled dedication, teamwork, and sportsmanship, all three age divisions were able to advance themselves to the playoffs the following season and subsequently expand their roster of players; and

**WHEREAS**, the year 2023 yielded a positive continuation of the prior season's success, as not only did each age division make a returning playoff appearance, but the 5-7 team rightfully earned the title of champions, defeating a well-constructed Gadsden City team resulting in a final score of 20-7. The leadership, mentorship, and tireless efforts of Coach Calvert and his staff played an integral role in shaping the skills and discipline of the young athletes.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council and Mayor of the City of Huntsville hereby celebrate and honor the Mae Jemison Jr. Jaguar football team for their exceptional achievements, as well as their embodiment of the values of hard work, determination, and teamwork that serve as an inspiration to many in our community. We wish them good rest and relaxation in their well-deserved off-season and many more future championships to follow.

**ADOPTED** this the 2<sup>nd</sup> day of November, 2023.

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

**APPROVED** this the 2<sup>nd</sup> day of November, 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:** 11/16/2023

**File ID:** 2023-869

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**Department:** Finance

**Subject:**

**Type of Action:** Presentation

Presentation from the Huntsville Museum of Art.

**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:**

**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:** 10/12/2023

**File ID:** 2023-906

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the vacation of a right-of-way along Hagey Drive; and the introduction of a Resolution consenting to, and the introduction of an Ordinance vacating the right-of-way pertaining to the same. (Porter)

Resolution No.  
Resolution No.  
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:** Hagey Drive

**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, within the State of Alabama, as follows:

1. That the Marcye L. Porter, Nathan Michael McCall and wife Kortni Grace McCall, Katherine C. Plexico, and Traymore Properties, LLC, are the sole landowners abutting the property hereinafter described, made application for the vacation of that certain Right-of-way more particularly described as follows (the "Right-of-way" or the "Property"):

**See Exhibit "A" attached hereto and incorporated herein.**

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

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

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

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

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

**NOW THEREFORE**, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-way and

that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property.

**ADOPTED** this the 16th day of November, 2023.

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President of the City Council  
City of Huntsville, Alabama

**APPROVED** this the 16th day of November, 2023.

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TOMMY BATTLE  
Mayor of the City of Huntsville, Alabama

## **EXHIBIT A**

### **Legal Description of Right-of-Way and Utility and Drainage Easement**

#### Right-of-Way Easement:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, North 87 Degrees 59 Minutes West for a distance of 200.00 feet to a point, said point also being the Southwest Corner of Lot 7, Block 8 of the above referenced subdivision and along the right of way of Garth Road; thence South 02 Degrees 01 Minute West for a distance of 50.00 feet to a point; thence South 87 Degrees 59 East for a distance of 200.00 feet to a point; thence North 02 Degrees 01 Minute East for a distance of 50.00 feet back to the Point of Beginning

*And*

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, South 85 Degrees 27 Minutes 17 Seconds East for a distance of 200.63 feet to a point, said point also being the Southeast Corner of Lot 1 of the above referenced subdivision and along the right of way of Dunsmore Street; thence South 05 Degrees 08 Minutes 53 Seconds West for a distance of 50.12 feet to a point; thence North 85 Degrees 26 Minutes 30 Seconds West for a distance of 200.10 feet to a point; thence North 04 Degrees 32 Minutes 32 Seconds East for a distance of 50.07 feet back to the Point of Beginning

#### Utility and Drainage Easement:

A 10' public utility and drainage easement taken from the north side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence North 85 27'17" West for a distance of 200.63 feet to a point, said point also being the Southeast corner of said Lot.

### **Legal Description of Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 02 Degrees 01 Minute West for a distance of 25.00 to the Point of Beginning; thence from the Point of Beginning, North 87 Degrees 59 Minutes Seconds West for a distance of 200.00 feet to a point; said point also being along the right of way of Garth Road



*And*

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 04 Degrees 32 Minutes 32 Seconds West for a distance of 25.04 feet to the Point of Beginning; thence from the Point of Beginning, South 84 Degrees 48 Minutes 02 Seconds East for a distance of 200.56 feet to a point; said point also being along the right of way of Dunsmore Street



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/12/2023

**File ID:** 2023-907

---

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set November 16, 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: October 18<sup>th</sup> & 25<sup>th</sup>; Ordinance: November 22<sup>nd</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:** US Hwy 72 W, Huntsville, AL 35806

**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

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/12/2023

**File ID:** TMP-3467

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the zoning of 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road to Highway Business C-4 District; and the introduction of an Ordinance pertaining to the same. (Set November 16, 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: October 18<sup>th</sup> & 25<sup>th</sup>; Ordinance: November 22<sup>nd</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:** US Hwy 72 W, Huntsville, AL 35806

**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 9.83 acres of land lying on the south side of US Hwy 72 W and east of Springhill Road 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 18<sup>h</sup> day of October, 2023, and the second publication shall be one week thereafter on the 25<sup>th</sup> day of October, 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 16<sup>th</sup> day of November, 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 was introduced by the City Council of the City of Huntsville on the 12<sup>th</sup> day of October, 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

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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 south side of US Hwy 72 W and east of Springhill Road, which area is a newly annexed area of the City of Huntsville, Madison County, Alabama, and which has not been zoned previously, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Highway Business C-4 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 25, Township 3 South, Range 2 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 25; thence North 02 Degrees 08 Minutes 48 Seconds East 1,664.93 feet to a point; said point is further described as the Point of True Beginning; thence North 01 Degrees 04 Minutes 50 Seconds East 225.03 feet to a point; thence North 20 Degrees 45 Minutes 10 Seconds East 420.73 feet to a point; thence North 72 Degrees 08 Minutes 12 Seconds West 50.09 feet to a point; thence North 21 Degrees 47 Minutes 17 Seconds East 257.18 feet to a point; thence South 68 Degrees 45 Minutes 22 Seconds East 270.92 feet to a point; thence South 01 Degrees 55 Minutes 11 Seconds West 540.06 feet to a point; thence South 87 Degrees 30 Minutes 28 Seconds East 197.01 feet to a point; thence South 01 Degrees 26 Minutes 02 Seconds West 479.07 feet to a point; thence North 67 Degrees 49 Minutes 42 Seconds West 669.89 feet to the Point of True Beginning and containing 9.83 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.

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Mayor of the City of Huntsville, Alabama

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

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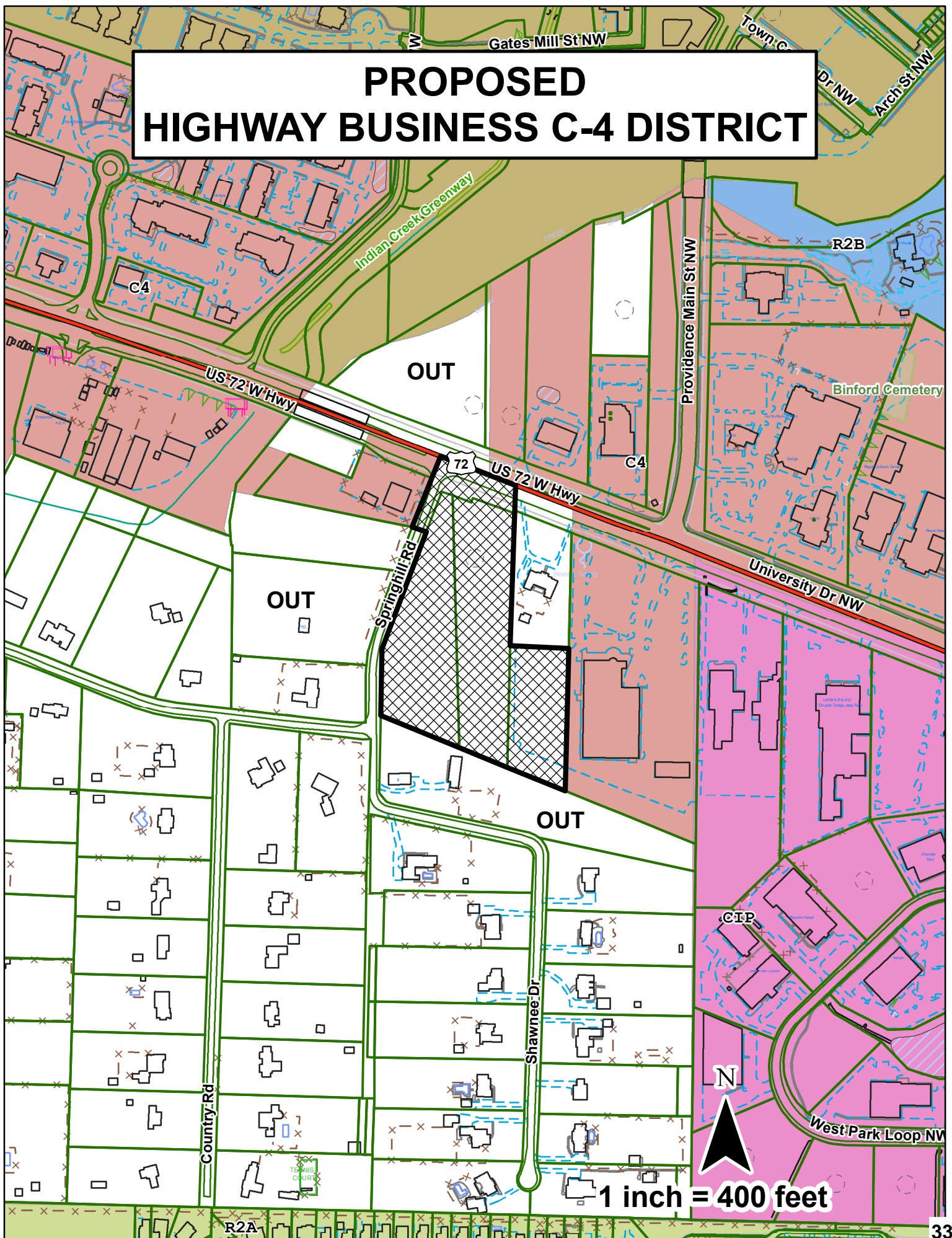
President of the City Council of  
the City of Huntsville, Alabama.

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

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Mayor of the City of Huntsville, Alabama

# PROPOSED HIGHWAY BUSINESS C-4 DISTRICT





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/12/2023

**File ID:** 2023-908

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 64.68 acres of land lying on the west side of Liberty Hill Road and north of Routt Road from Residence 1 District to Planned Industrial District; and the introduction of an Ordinance pertaining to the same. (Set November 16, 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: October 18<sup>th</sup> & 25<sup>th</sup>; Ordinance: November 22<sup>nd</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:** Liberty Hill Rd., Huntsville, AL 35773

**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:** 10/12/2023

**File ID:** TMP-3468

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 64.68 acres of land lying on the west side of Liberty Hill Road and north of Routt Road from Residence 1 District to Planned Industrial District; and the introduction of an Ordinance pertaining to the same. (Set November 16, 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: October 18<sup>th</sup> & 25<sup>th</sup>; Ordinance: November 22<sup>nd</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:** Liberty Hill Rd., Huntsville, AL 35773

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

**Additional Comments:** Recommended by Planning Commission

## **RESOLUTION NO. 23-**

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

- (1) The rezoning of certain land lying on the west side of Liberty Hill Road and north of Routt Road from Residence 1 District to Planned Industrial 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 18<sup>th</sup> day of October, 2023, and the second publication shall be one week thereafter on the 25<sup>th</sup> day of October, 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 16<sup>th</sup> day of November, 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 was introduced by the City Council of the City of Huntsville on the 12<sup>th</sup> day of October, 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 west side of Liberty Hill Road and north of Routt Road, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Residence 1 District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as Planned Industrial District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 21, Township 2 South, Range 1 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Northwest Corner of said Section 21; thence South 0 Degrees 56 Minutes 19 Seconds West 1,748.64 feet to a point; said point is further described as the Point of True Beginning; thence South 89 Degrees 28 Minutes 39 Seconds East 1,337.37 feet to a point; thence South 89 Degrees 2 Minutes 7 Seconds East 1,276.06 feet to a point; thence South 0 Degrees 26 Minutes 20 Seconds West 2,034.82 feet to a point; thence North 87 Degrees 39 Minutes 3 Seconds West 509.14 feet to a point; thence North 1 Degrees 4 Minutes 1 Seconds East 657.04 feet to a point; thence North 1 Degrees 0 Minutes 0 Seconds East 490.40 feet to a point; thence North 87 Degrees 54 Minutes 34 Seconds West 2,121.51 feet to a point; thence North 0 Degrees 43 Minutes 31 Seconds East 822.98 feet to the Point of True Beginning and containing 64.68 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.

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Mayor of the City of Huntsville, Alabama

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

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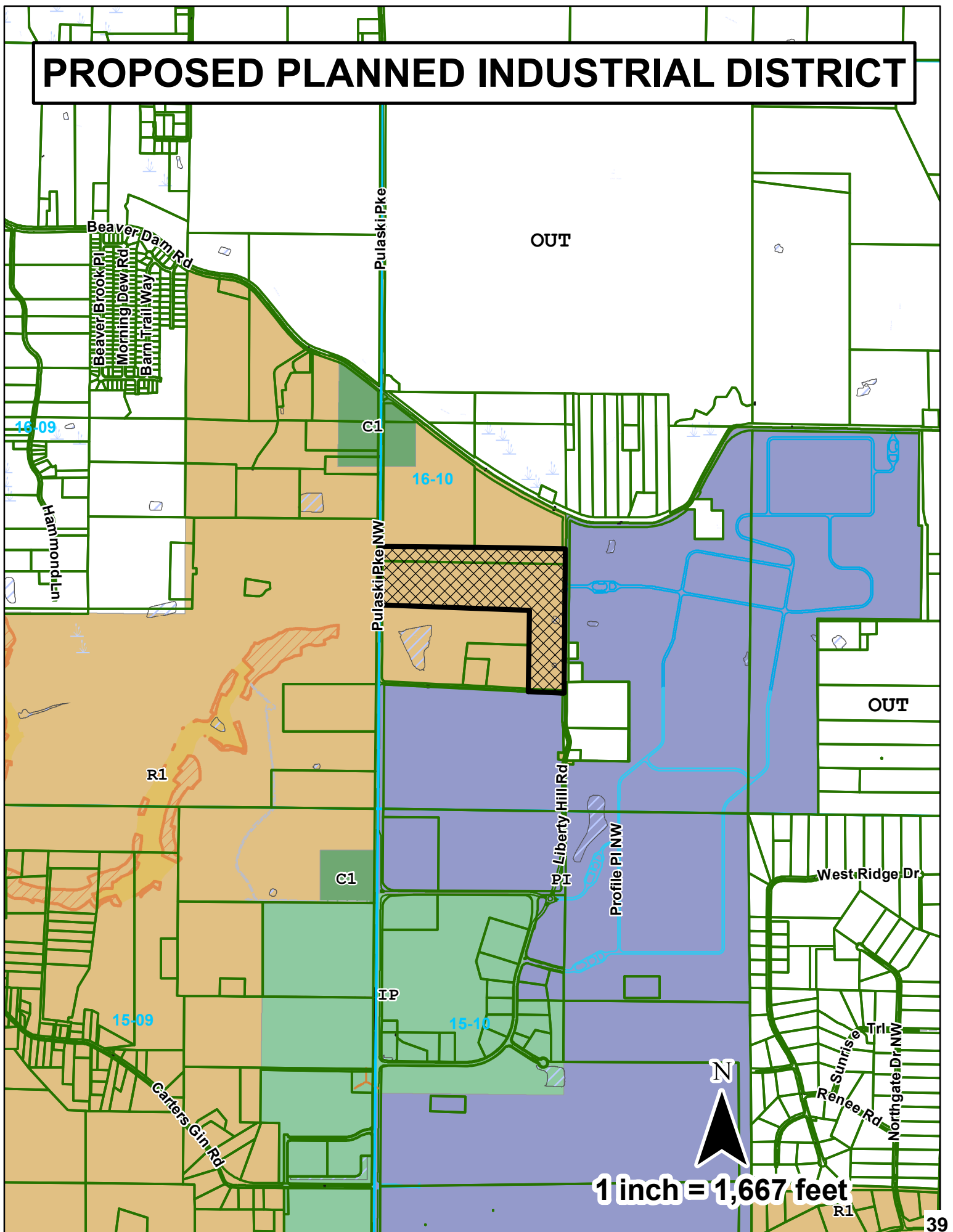
President of the City Council of  
the City of Huntsville, Alabama.

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

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Mayor of the City of Huntsville, Alabama

# PROPOSED PLANNED INDUSTRIAL DISTRICT





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/12/2023

**File ID:** 2023-909

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 0.50 acres of land lying on the north of Governors Drive and west of Turner Street from Medical District to General Business C-3 District; and the introduction of an Ordinance pertaining to the same. (Set November 16, 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: October 18<sup>th</sup> & 25<sup>th</sup>; Ordinance: November 22<sup>nd</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:** 400 Governors Dr SW, Huntsville, AL 35801

**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

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/12/2023

**File ID:** TMP-3469

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the rezoning of 0.50 acres of land lying on the north of Governors Drive and west of Turner Street from Medical District to General Business C-3 District; and the introduction of an Ordinance pertaining to the same. (Set November 16, 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: October 18<sup>th</sup> & 25<sup>th</sup>; Ordinance: November 22<sup>nd</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:** 400 Governors Dr SW, Huntsville, AL 35801

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

**Additional Comments:** Recommended by Planning Commission

## **RESOLUTION NO. 23-**

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

- (1) The rezoning of certain land lying on the north of Governors Drive and west of Turner Street from Medical District to General Business C-3 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 18<sup>th</sup> day of October, 2023, and the second publication shall be one week thereafter on the 25<sup>th</sup> day of October, 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 16<sup>th</sup> day of November, 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 was introduced by the City Council of the City of Huntsville on the 12<sup>th</sup> day of October, 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 of Governors Drive and west of Turner Street, which area is now shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, Medical District, shall be shown and classified on the Official Zoning Maps of the City of Huntsville, Alabama, as General Business C-3 District, in the Zoning Ordinances of the City of Huntsville, Alabama, said property being particularly described as follows:

All that part of Section 01, Township 04 South, Range 01 West of the Huntsville Meridian, in the City of Huntsville, Madison County, Alabama more particularly described as beginning at a point located at the Southwest Corner of said Section 01; thence North 37 Degrees 34 Minutes 41 Seconds East 3,317.59 feet to a point; said point is further described as the Point of True Beginning; thence from the Point of True Beginning, North 01 Degree 45 Minutes 23 Seconds East 145.51 feet to a point; thence South 89 Degrees 05 Minutes 01 Second East 161.17 feet to a point; thence South 10 Degrees 06 Minutes 56 Seconds West 145.69 feet to a point; thence North 89 Degrees 46 Minutes 22 Seconds West 140.02 feet back to the Point of True Beginning and containing 0.50 acres, more or less.

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

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

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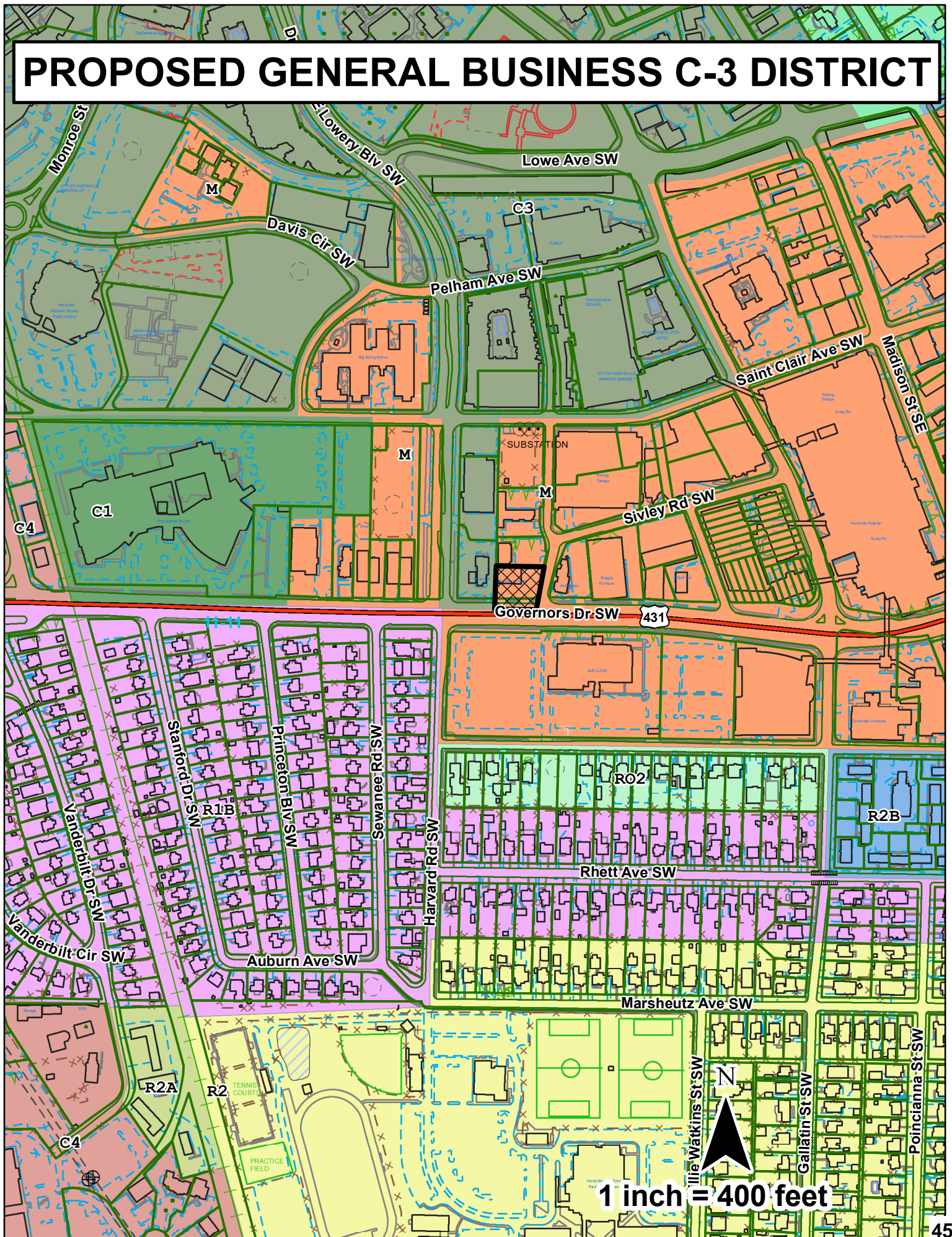
President of the City Council of  
the City of Huntsville, Alabama.

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

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Mayor of the City of Huntsville, Alabama

# PROPOSED GENERAL BUSINESS C-3 DISTRICT





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-915

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**Department:** Public Transit

**Subject:**

**Type of Action:** Introduction

Resolution to set a public hearing for In2Equity Freight & Logistics d/b/a Bumble Bee Promotions for the operation of one special shuttle.

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 December 7, 2023.



**Department:** Public Transit

**Subject:**

**Type of Action:** Introduction

Resolution to set a public hearing for In2Equity Freight & Logistics d/b/a Bumble Bee Promotions for the operation of one special shuttle.

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 December 7, 2023.

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

**WHEREAS**, an application has been made by **In2Equity Freight & Logistics d/b/a Bumble Bee Promotions**, a certification of public convenience and necessity for the operation of one (1) special shuttle 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 taxi license to **In2Equity Freight & Logistics dba Bumble Bee Promotions**, for the operation of one (1) special shuttle is hereby declared.
2. That the City Council of the City of Huntsville shall meet at 5:30 P.M. on the **7<sup>th</sup>** day of **December, 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 taxi license to **In2Equity Freight & Logistics d/b/a Bumble Bee Promotions**, the operation of one (1) special shuttle, 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 Huntsville Times, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 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:** 11/16/2023

**File ID:** 2023-916

---

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the vacation of a right-of-way located at 2100 1<sup>st</sup> Street, Lowe Corporation Addition, and the introduction of a Resolution consenting to, and the introduction of an Ordinance vacating the right-of-way pertaining to the same. (Home Space Builders) (Set December 21, 2023, Regular Council Meeting)

Resolution No.

Resolution No.

Ordinance No.

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

If yes, please list preferred date(s) of publication: Nov. 22, Nov. 29, Dec. 6, Dec. 13

**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:**

**Address:** 2100 1<sup>st</sup> Street, Huntsville, AL

**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:** 11/16/2023

**File ID:** TMP-3630

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution to set a public hearing on the vacation of a right-of-way located at 2100 1<sup>st</sup> Street, Lowe Corporation Addition, and the introduction of a Resolution consenting to, and the introduction of an Ordinance vacating the right-of-way pertaining to the same. (Home Space Builders) (Set December 21, 2023, Regular Council Meeting)

Resolution No.  
Resolution No.  
Ordinance No.

**Does this item need to be published?** Choose an item.

If yes, please list preferred date(s) of publication: Nov. 22, Nov. 29, Dec. 6, Dec. 13

**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:**

**Address:** 2100 1<sup>st</sup> Street, Huntsville, AL

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

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

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

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

**SEE EXHIBIT "A" - "DECLARATION FOR VACATION OF RIGHT-OF-WAY AND UTILITY AND DRAINAGE EASEMENT"**

**SEE EXHIBIT "B" - "PETITION FOR APPROVAL OF AN ASSENT TO VACATION OF RIGHT OF WAY AND UTILITY AND DRAINAGE EASEMENT"**

**SEE EXHIBIT "C" - "PUBLIC HEARING NOTICE"**

2. That a public hearing shall be held for purpose of allowing public comments on the proposed vacation of said Right-of-way and Utility and Drainage Easement at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, December 21, 2023; and

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

4. That the City Clerk is hereby ordered to have public hearing notice contained in Exhibit "C" attached hereto ("Public Notice"), immediately published in *The Speakin' Out News* for four consecutive weeks, with said notice to run beginning on November 22, November 29, December 6, and December 13, 2023.

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

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of the City of  
Huntsville, Alabama

STATE OF ALABAMA     )

COUNTY OF MADISON    )

**DECLARATION OF VACATION OF RIGHT-OF-WAY**

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

1. That Owner is the owner of all land abutting the hereinafter described right-of-way.
2. That convenient and reasonable means of ingress and egress are available to the owners of the surrounding property.
3. That said right-of-way, hereinafter described, is situated within the corporate limits of the City of Huntsville, Alabama, and was heretofore dedicated to said City.
4. That Owner, by this instrument, declares its intent to vacate the said right-of-way, hereinafter described.
5. That it may be necessary for said City to retain an easement for utilities and drainage over the real estate described below.

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

See Exhibit A and Exhibit B attached hereto.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned Owner of all property abutting said right-of-way hereinabove described has caused this instrument to be executed on this the 20<sup>th</sup> day of October, 2023.

**HOME SPACE BUILDERS, LLC, an Alabama  
limited liability company**

By: [Signature]  
**ANGELAMOKHTARI**  
Its: Managing Member

STATE OF ALABAMA     )

COUNTY OF MADISON    )

I, the undersigned Notary Public in and for said County and State, hereby certify that **ANGELA MOKHTARI**, whose name as Managing member of **HOME SPACE BUILDERS, LLC, an Alabama limited liability company**, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she, as such managing member and with full authority, executed the same for and as the act of **HOME SPACE BUILDERS, LLC**, as of the day the same bears date.

Given under my hand and official seal this 20<sup>th</sup> day of October, 2023.

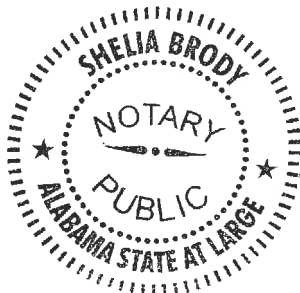


EXHIBIT "A"

(Legal Description of Right of Way)

All that part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama. Particularly described as beginning at the Northeast corner of Lot 6, Block 66 according to the record plat of the Lowe Corporation Addition as recorded in Plat Book 1, Page 166 in the Office of the Judge of Probate, Madison County, Alabama; said point being a 1/2 inch rebar set at the intersection on the West right of way margin of First Street with the South right of way margin of Seventh Avenue;

Thence from the Point of Beginning and along the North boundary line of said Lot 6, Block 66, North 87 degrees 52 minutes 16 seconds West 123.00 feet to a 1/2 inch rebar set; Thence North 01 degree 03 minutes 47 seconds East 20.00 feet to a 1/2 Inch rebar set; Thence South 87 degrees 52 minutes 16 seconds East 123.00 feet to a 1/2 Inch rebar set on the West right of way margin of said First Street; Thence along said margin, South 01 degree 03 minutes 47 seconds West 20.00 feet to the Point of Beginning and containing 2,459.5 square feet, more or less.

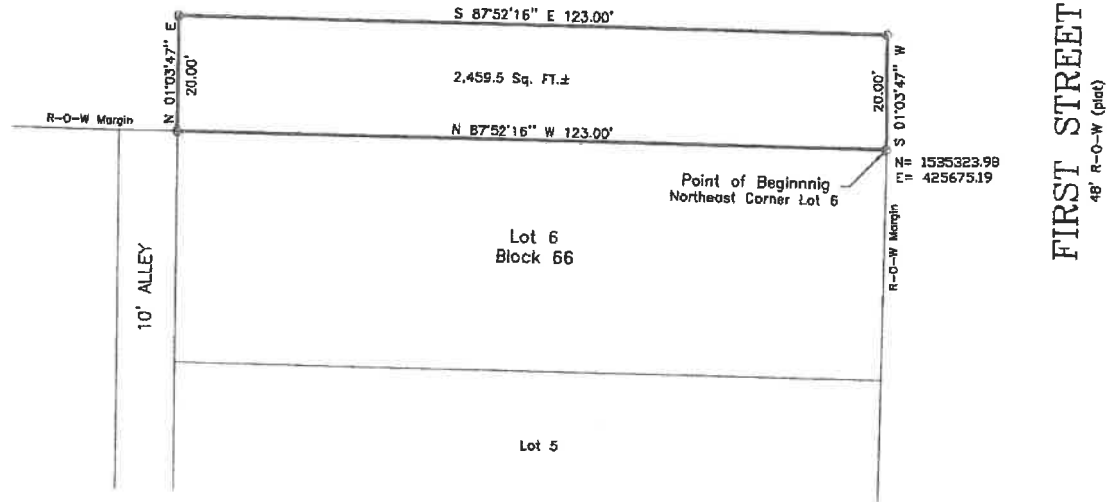
# EXHIBIT "B"



Alabama State Grid  
East Zone - NAD 83

## SEVENTH AVENUE

100' R-O-W (plat)



STATE OF ALABAMA)  
COUNTY OF MADISON)

I, JAMES L. McELROY, JR., A REGISTERED LAND SURVEYOR WITH THE FIRM OF McELROY LAND SURVEYING COMPANY, INC., HEREBY CERTIFY TO Home Space Builders, LLC, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF A TRACT OF LAND LYING IN MADISON COUNTY, ALABAMA; THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA.

All that part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama. Particularly described as beginning at the Northwest corner of Lot 6, Block 66 according to the record plat of the Lowe Corporation Addition as recorded in Plat Book 1, Page 166 in the Office of the Judge of Probate, Madison County, Alabama; said point being a 1/2 inch rebar set at the intersection on the West right of way margin of First Street with the South right of way margin of Seventh Avenue;

Thence from the Point of Beginning and along the North boundary line of said Lot 6, Block 66, North 87 degrees 52 minutes 16 seconds West 123.00 feet to a 1/2 inch rebar set; Thence North 01 degrees 03 minutes 47 seconds East 20.00 feet to a 1/2 inch rebar set; Thence South 87 degrees 52 minutes 16 seconds East 123.00 feet to a 1/2 inch rebar set on the West right of way margin of said First Street; Thence along said margin, South 01 degree 03 minutes 47 seconds West 20.00 feet to the Point of Beginning and containing 2,459.5 square feet, more or less.

ACCORDING TO THIS SURVEY, UNDER MY DIRECT SUPERVISION THIS THE 23rd DAY OF AUGUST, 2023.

*J. L. McElroy, Jr.*  
JAMES L. McELROY, JR.  
AL LLS NO. 15920

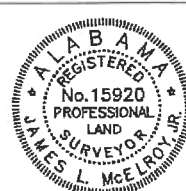
GENERAL LEGEND	
PROPERTY CORNER FOUND (AS NOTED)	●
CAPPED REBAR, SET - SIZE 1/2" STAMPED "McELROY 15920"	○
CONCRETE MONUMENT, FOUND	■
CONCRETE MONUMENT, SET	□
ACCORDING TO RECORD	(R)
ACCORDING TO SURVEY MEASUREMENT	(S)
UTILITY & DRAINAGE EASEMENT	U. & D.
FINISHED FLOOR ELEVATION	F.F.E.
MINIMUM BUILDING LINE	M.B.L.
RIGHT OF WAY	R.O.W.
AIR CONDITIONER PAD	A/C
FENCE	-X-X-
NOT TO SCALE	
UTILITY POLE	○
SUBDIVISION BOUNDARY	---X---
CENTERLINE	C
PROPERTY LINE	R
OVERHEAD WIRE	---W---
MASTHEAD WIRE	M.W.
POINT OF CURVATURE	P.C.
POINT OF BEGINNING	P.O.B.

**McELROY**  
LAND SURVEYING CO., INC.  
4012 TRIANA BLVD. S.W.  
HUNTSVILLE, ALABAMA 35805  
PHONE: (256) 881-4004 jmcclroy@hiwaay.net

A PART OF THE NE 1/4 OF THE SW 1/4  
SECTION 2; TOWNSHIP 4 SOUTH; RANGE 1 WEST  
LOWE CORPORATION ADDITION  
P.B. 1 PG. 166

HUNTSVILLE --- MADISON COUNTY --- ALABAMA

- NOTES:
1. NORTH IS REFERENCED TO ALABAMA STATE GRID, EAST ZONE, NAD 83.
  2. WHEN APPLICABLE, ONLY SURFACE INDICATIONS OF STORM AND SANITARY SEWER STRUCTURES AND OTHER UTILITIES HAVE BEEN SHOWN ON THIS SURVEY. THERE WAS NO FIELD LOCATION ATTEMPTED TO DETERMINE SUB-SURFACE STRUCTURES OR EAVE OVERHANDS, EXCEPT AS SHOWN.
  3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THE FIRM OF McELROY LAND SURVEYING COMPANY, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.



NOT VALID UNLESS STAMPED IN RED INK

BOUNDARY SURVEY FOR:	Home Space Builders
DRAWN BY:	J.L.M.
APPROVED BY:	J.L.M.
SCALE:	1" = 20'
DATE:	08-23-23
FIELD WORK COMPLETED:	08-22-23
DRAWING NUMBER:	23-244

STATE OF ALABAMA )

COUNTY OF MADISON )

**PETITION FOR APPROVAL OF AN ASSENT TO  
VACATION OF RIGHT OF WAY**

THIS PETITION FOR APPROVAL OF AND ASSENT TO VACATION OF RIGHT OF WAY (the "Petition") is made as of this 20<sup>th</sup> day of October, 2023, by HOME SPACE BUILDERS, LLC, an Alabama limited liability company (the "Owner") to the City of Huntsville, Alabama, a municipal corporation within the State of Alabama (the "City").

**WITNESSETH:**

WHEREAS, Owner is the owner of all of the real property located at 2100 1<sup>st</sup> Street, Huntsville, Alabama 35805, which right-of way is more particularly described on Exhibit A, attached hereto, and as graphically depicted on Exhibit B, attached hereto (the "Right of Way"), which is situated and lying and being within the corporate limits of the City;

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

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

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

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

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



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

1. That the Right of Way is more particularly described on , attached hereto.
2. That, to the best of Owner's actual knowledge:
  - a. There are no other owners of lots or parcels of land abutting the Right of Way which will be cut off from access thereby over some other reasonable and convenient way;
  - b. It is in the interest of the public that the Right of Way be vacated;
  - c. The Right of Way is no longer needed for public or municipal purposes;
  - d. The retention of the Right of Way will not benefit the City or the public;
  - e. Vacation of the Right of Way will not deprive other property owners of such right as they may have to adequate, convenient, and reasonable means of ingress and egress to and from their respective real properties, which such right is afforded by remaining streets and alleys within the City, and
  - f. No owner of real property served by the Right of Way objects to the vacation of the same.

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

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the undersigned Owner of all property abutting said right-of-way hereinabove described has caused this instrument to be executed on this the 20<sup>th</sup> day of October, 2023.

**HOME SPACE BUILDERS, LLC, an Alabama  
limited liability company**

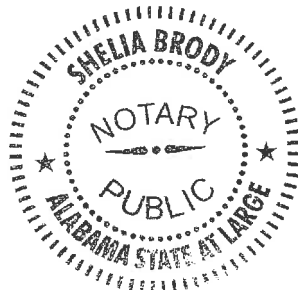
By:   
**ANGELA MOKHTARI**  
**Its: Managing Member**

**STATE OF ALABAMA     )**

**COUNTY OF MADISON    )**

I, the undersigned Notary Public in and for said County and State, hereby certify that **ANGELA MOKHTARI**, whose name as Managing member of **HOME SPACE BUILDERS, LLC, an Alabama limited liability company**, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, she, as such managing member and with full authority, executed the same for and as the act of **HOME SPACE BUILDERS, LLC**, as of the day the same bears date.

Given under my hand and official seal this 20<sup>th</sup> day of October, 2023.



**(Public Hearing Notice to be Published)**

In accordance with Section 23-4-1 et seq. of the Code of Alabama, 1975, as amended, you are hereby notified of a public hearing to be held at Huntsville City Hall in the Council Chamber, located at 308 Fountain Circle, Huntsville, Alabama 35801, at 5:30 p.m. on Thursday, December 21, 2023.

The purpose of the hearing is to receive public comments on an application submitted by the City of Huntsville for the vacation of Right-of-way and Utility and Drainage Easement which runs along 2100 First Street which is more particularly described as follows:

STATE OF ALABAMA  
MADISON COUNTY

**Legal Description of Right-of-Way and Utility and Drainage Easement**

Right-of-Way Easement:

All that part of the Northeast Quarter of the southwest Quarter of Section 2, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama. Particularly described as beginning at the Northeast corner of Lot 6, Block 66, according to the record plat of the Lowe Corporation Addition as recorded in Plat Book 1, Page 166 in the Office of the Judge of Probate, Madison County, Alabama; said point being a ½ inch rebar set at the intersection on the West right of way margin of First Street with the South right of way margin of Seventh Avenue;

Thence from the Point of Beginning and along the North boundary line of said Lot 6, Block 66, North 87 degrees 52 minutes 16 seconds West 123.00 feet to a ½ inch rebar set; Thence North 01 degree 03 minutes 47 seconds East 20.00 feet to a ½ inch rebar set; Thence South 87 degrees 52 minutes 16 seconds East 123.00 feet to a ½ inch rebar set on the West right of way margin of said First Street; Thence along said margin, South 01 degree 03 minutes 47 seconds West 20.00 feet to the Point of Beginning and containing 2,459.5 square feet, more or less.

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

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

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

1. That the Home Space Builders, LLC, is the sole landowner abutting the property hereinafter described, made application for the vacation of that certain Right-of-way more particularly described as follows (the "Right-of-way" or the "Property"):

**See Exhibit "A" attached hereto and incorporated herein.**

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

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

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

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

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

**NOW THEREFORE**, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-way and that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property.

**ADOPTED** this the 21st day of December, 2023.

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President of the City Council  
City of Huntsville, Alabama

**APPROVED** this the 21st day of December, 2023.

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TOMMY BATTLE  
Mayor of the City of Huntsville, Alabama

## **EXHIBIT A**

### **Legal Description of Right-of-Way and Utility and Drainage Easement**

STATE OF ALABAMA  
MADISON COUNTY

### **Legal Description of Right-of-Way and Utility and Drainage Easement**

#### **Right-of-Way Easement:**

All that part of the Northeast Quarter of the southwest Quarter of Section 2, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama. Particularly described as beginning at the Northeast corner of Lot 6, Block 66, according to the record plat of the Lowe Corporation Addition as recorded in Plat Book 1, Page 166 in the Office of the Judge of Probate, Madison County, Alabama; said point being a ½ inch rebar set at the intersection on the West right of way margin of First Street with the South right of way margin of Seventh Avenue;

Thence from the Point of Beginning and along the North boundary line of said Lot 6, Block 66, North 87 degrees 52 minutes 16 seconds West 123.00 feet to a ½ inch rebar set; Thence North 01 degree 03 minutes 47 seconds East 20.00 feet to a ½ inch rebar set; Thence South 87 degrees 52 minutes 16 seconds East 123.00 feet to a ½ inch rebar set on the West right of way margin of said First Street; Thence along said margin, South 01 degree 03 minutes 47 seconds West 20.00 feet to the Point of Beginning and containing 2,459.5 square feet, more or less.

INTRODUCED

ADOPTED

**ORDINANCE NO. \_**

**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 certain right-of-way; that the applicant has represented to the City of Huntsville that **Home Space Builders, LLC**, is the owner of the property across which said rights-of-way lies; that said right-of-way, or the portion being vacated, is not presently used and is no longer needed for a public or municipal purpose.

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

STATE OF ALABAMA

COUNTY OF MADISON

QUITCLAIM DEED

THIS INDENTURE made and entered into on this the 21st day of December, 2023, by and between **THE CITY OF HUNTSVILLE, a municipal corporation organized and existing under the laws of the State of Alabama**, as Grantor, and **HOME SPACE BUILDERS, LLC, an Alabama limited liability company**, as Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten and no/00 (\$10.00) Dollars, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, the following described property, lying and being in the County of Madison, State of Alabama, to-wit:

**FOR LEGAL DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

**This conveyance transfers the vacated right-of-way into a public utility and drainage easement.**

**No title search requested; none rendered.**

To have and to hold to the said Grantee, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the day and year first above written.

THE CITY OF HUNTSVILLE  
A municipal corporation

By: \_\_\_\_\_ (SEAL)  
Tommy Battle, Mayor

ATTEST:

\_\_\_\_\_  
SHAUNDRIKA EDWARDS  
City Clerk

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned Notary Public in and for said county and State, personally appeared Tommy Battle and Shaundrika Edwards who are known to me to be the Mayor and the City Clerk respectively of the City of Huntsville, a municipal corporation, and they acknowledged before me on this date that they, being duly informed of the contents of this instrument, executed the same voluntarily and with full authority on behalf of and as the act of the City of Huntsville, a municipal corporation, on the day the same bears date.

GIVEN under my hand and official seal on this the 21st day of December, 2023.

\_\_\_\_\_  
(SEAL)  
Notary Public  
My commission expires: \_\_\_\_\_

Prepared by:  
Charles L. Brinkley  
307 Randolph Avenue  
Huntsville, Al. 35801



EXHIBIT "A"

STATE OF ALABAMA)  
COUNTY OF MADISON

All that part of the Northeast Quarter of the Southwest Quarter of Section 2, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama. Particularly described as beginning at the Northeast corner of Lot 6, Block 66 according to the record plat of the Lowe Corporation Addition as recorded in Plat Book 1, Page 166 in the Office of the Judge of Probate, Madison County, Alabama; said point being a 1/2 inch rebar set at the intersection on the West right of way margin of First Street with the South right of way margin of Seventh Avenue;

Thence from the Point of Beginning and along the North boundary line of said Lot 6, Block 66, North 87 degrees 52 minutes 16 seconds West 123.00 feet to a 1/2 inch rebar set; Thence North 01 degree 03 minutes 47 seconds East 20.00 feet to a 1/2 inch rebar set; Thence South 87 degrees 52 minutes 16 seconds East 123.00 feet to a 1/2 inch rebar set on the West right of way margin of said First Street; Thence along said margin, South 01 degree 03 minutes 47 seconds West 20.00 feet to the Point of Beginning and containing 2,459.5 square feet, more or less.

Grantor's Mailing Address: 320 Fountain Circle, Huntsville, AL 35801

Grantee's Mailing Address: 2911 Thornblade Place, Huntsville, AL 35801

Property Address: 2100 1st Street Huntsville, AL 35805

Date of Transfer: \_\_\_\_\_

Deed consideration: \$500.00 (Minimum Deed Tax due to vacated right-of-way into a public utility and drainage easement)

**ORDINANCE NO. \_\_\_\_\_ (Cont.)**

**ADOPTED** this the 21st day of December, 2023.

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

**APPROVED** this the 21st day of December, 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:** 11/16/2023

**File ID:** 2023-917

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**Department:** Finance Committee

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$31,589,726.38

**Total Cost:** \$31,589,726.38

**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: \$31,589,726.38



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3595

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**Department:** Finance Committee

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing expenditures for payment.

Resolution No.

**Finance Information:**

**Account Number:** N/A

**City Cost Amount:** \$31,589,726.38

**Total Cost:** \$31,589,726.38

**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: \$31,589,726.38

**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:

\$31,589,726.38

**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 16<sup>th</sup> day of November, 2023.

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

**APPROVED** this the 16<sup>th</sup> day of November, 2023.

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

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

FROM 10/26/23 through 11/10/23

CITY COUNCIL MEETING

11/16/23

FUND ACCOUNT	FUND NAME	AMOUNT
1000	GENERAL FUND	\$ 15,516,844.07
1005	HEALTH & LIFE BENEFITS	\$ 103,167.63
1010	GENERAL RESTRICTED DONATIONS	\$ 3,045.50
2000	PUBLIC TRANSIT	\$ 259,675.84
2001	PUBLIC TRANSIT STATION GRANT	\$ -
2100	COMMUNITY DEV BLOCK GRANT	\$ 74,298.23
2101	COMMUNITY DEV COVID	\$ -
2200	COMMUNITY DEV HOUSING	\$ -
2201	COMMUNITY DEV ARP	\$ -
2300	OTHER GRANTS	\$ -
2500	OTHER GRANTS	\$ 62,385.46
2600	OPOID SETTLEMENT	\$ -
3000	6.5 MILL DEBT PROPERTY TAX	\$ -
3010	6.5 MILL SCHOOL PROPERTY TAX	\$ -
3020	1990 CAPITAL IMPROVEMENTS	\$ 2,439,772.66
3030	1990 SCHOOL SUPPORT	\$ 1,923,029.28
3040	LODGING & LIQUOR TAXES	\$ 3,245,633.87
3050	1% LODGING TAX 2003	\$ 36,095.00
3060	1% LODGING TAX 2013	\$ 377,840.92
3080	2014 CAPITAL IMPROVEMENTS	\$ 392,553.55
3202	TIF 2	\$ -
3203	TIF 3A	\$ -
3204	TIF 4	\$ -
3205	TIF 5	\$ 1,925.00
3206	TIF 6	\$ -
3207	TIF 7	\$ (93,971.62)
3300	4 & 5 CENT STATE GASOLINE TAX	\$ -
3310	7 CENT STATE GASOLINE TAX	\$ -
3400	FEDERAL COURT ASSET FORFEITURE	\$ -
3420	CIRCUIT COURT ASSET FORFEITURE	\$ -

3430	STAC SEIZURE-CIR COURT	\$	773.97
3435	STAC SEIZURE-FED COURT	\$	-
3510	COURT VICTIM RESTITUTION	\$	-
3520	COURT \$2 REVENUE	\$	-
3560	CEMETERY PERPETUAL CARE	\$	-
3700	CUMMINGS RESEARCH PARK	\$	398.50
3900	EMERGENCY MANAGEMENT AGENCY	\$	27,148.74
3910	ALABAMA CONSTITUTION VILLAGE	\$	55,281.12
3930	BURRITT MEMORIAL COMMITTEE	\$	42,351.00
3950	PBA - DEBT SERVICE	\$	-
4010	2020E TIF WARRANTS	\$	-
4011	PBA AMPHITHEATER	\$	-
4012	JHP DRAINAGE PROJECT BORROW	\$	-
4013	2023A PARKS & REC BORROW	\$	833,354.80
4014	VBC - CAPITAL PROJECTS	\$	-
4015	PBA - NEW CITY HALL	\$	3,178,836.57
4016	2022 VBC DEBT BORROW	\$	-
4017	2023 FUTURE PROJECT BORROW	\$	-
4018	2023B APOLLO BORROW	\$	1,298,100.75
4019	2023D SCHOOL BORROW	\$	-
5000	DEBT SERVICE	\$	187,943.24
6000	WATER POLLUTION CONTROL	\$	605,566.98
6010	WPC CMOM RESERVE	\$	43,245.67
6020	WPC R&R RESERVE	\$	34,279.96
6030	WPC ECONOMIC DEVELOPMENT	\$	121,360.16
6040	WPC 2005 ECONOMIC DEVELOPMENT	\$	9,220.38
6050	2023C WPC SEWER BORROW	\$	22,296.76
6200	SANITATION	\$	475,782.46
6500	PBA - AMPHITHEATER	\$	-
7000	POST-RETIREMENT BENEFITS TRUST	\$	311,489.93
7100	EMPLOYEE FLEXIBLE BENEFIT PLAN	\$	-
<b>TOTAL</b>		<b>\$</b>	<b>31,589,726.38</b>

## Vendor Expense Report

10/26/2023 through 11/10/2023

Fund	Account/Vendor	Long Account	Inv#	Line Item Desc	Check #	Check Date	Amount
1000	A-1 GLASS & AUTO LLC	1000-15-15100-513030-00000000-	1005002	COM TX 101823/1005002	91153	10/31/2023	215.00
		1000-15-15100-513030-00000000-	1005002	COM TX 101823/1005002	91153	10/31/2023	150.00
		1000-15-15100-513030-00000000-	1005002	COM TX 101823/1005002	91153	10/31/2023	150.00
		1000-15-15100-513030-00000000-	1004970	COM TX 101923/1004970	91153	10/31/2023	230.00
		1000-15-15100-513030-00000000-	1004970	COM TX 101923/1004970	91153	10/31/2023	150.00
		1000-15-15100-513030-00000000-	1004970	COM TX 101923/1004970	91153	10/31/2023	150.00
		1000-15-15100-513030-00000000-	1004976	COM TX 101923/1004976	91153	10/31/2023	75.00
		1000-15-15100-513030-00000000-	1004976	COM TX 101923/1004976	91153	10/31/2023	150.00
		1000-15-15100-513030-00000000-	3216	COM TX 102323/3216	91153	10/31/2023	150.00
		1000-15-15100-513030-00000000-	1005039	COM TX 102323/1005039	91153	10/31/2023	185.00
		1000-15-15100-513030-00000000-	1005039	COM TX 102323/1005039	91153	10/31/2023	150.00
		<b>Total Paid by Vendor</b>					<b>1,755.00</b>
	AFLAC	1000-00-00000-210290-00000000-	U1199/858227	OCTOBER 2023 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90002020	11/7/2023	2,726.64
		1000-00-00000-210300-00000000-	U1199/858227	OCTOBER 2023 CANCER & OFF-THE-JOB ACCIDENT PREMIUM	90002020	11/7/2023	1,883.10
		<b>Total Paid by Vendor</b>					<b>4,609.74</b>
	AIDS ACTION COALITION OF HUNTSVILLE	1000-00-00000-610072-CAPITALP-	FY24 CAPITAL	FY24 APPROPRIATION ORD NO. 23-762	91292	11/7/2023	200,000.00
		<b>Total Paid by Vendor</b>					<b>200,000.00</b>
	AIR ESSENTIALS INC	1000-14-14300-513010-00000000-	173261FS10	POP 10/20/23 DUCT WORK & VENT CLEANING	91293	11/7/2023	275.00
		<b>Total Paid by Vendor</b>					<b>275.00</b>
	ALABAMA AGING RESOURCES INC	1000-00-00000-610108-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91294	11/7/2023	60,000.00
		<b>Total Paid by Vendor</b>					<b>60,000.00</b>
	ALABAMA CHILD SUPPORT PAYMENT CENTER	1000-00-00000-210180-00000000-	330586	Payroll Run 1 - Warrant 231029	91268	11/2/2023	23,814.09
		<b>Total Paid by Vendor</b>					<b>23,814.09</b>
	ALABAMA DEPARTMENT OF REVENUE	1000-00-00000-210180-00000000-	330588	Payroll Run 1 - Warrant 231029	91270	11/2/2023	711.75
		1000-00-00000-210130-00000000-		OCT 2023 STATE WITHHOLDING TAX	91288	11/2/2023	485,652.56
		<b>Total Paid by Vendor</b>					<b>486,364.31</b>
	ALABAMA FLAG & BANNER	1000-14-14300-513010-00000000-	340021	5'X8' & 8'X12' U.S. NYLON FLAGS	91155	10/31/2023	262.00
		1000-14-14300-513010-00000000-	340029	POP 10/03/23 FLAGS AND REPAIRS	91155	10/31/2023	94.50
		<b>Total Paid by Vendor</b>					<b>356.50</b>
	ALABAMA INDUSTRIAL SUPPLY, LLC	1000-15-15100-513030-00000000-	HV-T00004364	COM TX 103023/HV-T00004364	91295	11/7/2023	234.82
		<b>Total Paid by Vendor</b>					<b>234.82</b>
	ALABAMA PEACE OFFICERS ANNUITY & BENEFIT FUND	1000-00-00000-210200-00000000-	330583	Payroll Run 1 - Warrant 231029	91269	11/2/2023	1,260.00
		<b>Total Paid by Vendor</b>					<b>1,260.00</b>
	ALBERTVILLE MULCH COMPANY LLC	1000-52-52200-513010-00000000-	12129	MULCH FOR DOWNTOWN - SPECIAL EVENTS (KEVIN)	90002022	11/7/2023	1,550.00
		1000-52-52200-513010-00000000-	12135	MULCH - SPECIAL EVENTS	90002022	11/7/2023	1,550.00
		<b>Total Paid by Vendor</b>					<b>3,100.00</b>
	ALESHIA LEE	1000-30-30200-515520-00000000-	A.LEE-101323	POP: 09/28/23-10/12/23 INSTRUCTOR AT MAX LUTHER	91157	10/31/2023	100.00
		<b>Total Paid by Vendor</b>					<b>100.00</b>
	ALL SHARPE INC	1000-15-15100-513030-00000000-	50398	COM TX 101823/50398	91159	10/31/2023	80.00
		1000-15-15100-513030-00000000-	50399	COM TX 101823/50399	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50400	COM TX 101823/50400	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50401	COM TX 101823/50401	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50402	COM TX 101823/50402	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50403	COM TX 101823/50403	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50404	COM TX 101823/50404	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50405	COM TX 101823/50405	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50406	COM TX 101823/50406	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50407	COM TX 101823/50407	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50408	COM TX 101823/50408	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50409	COM TX 101823/50409	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50410	COM TX 101823/50410	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50411	COM TX 101823/50411	91159	10/31/2023	300.00
		1000-15-15100-513030-00000000-	50412	COM TX 101823/50412	91159	10/31/2023	120.00
		1000-15-15100-513030-00000000-	50413	COM TX 101823/50413	91159	10/31/2023	80.00
		1000-15-15100-513030-00000000-	50414	COM TX 101823/50414	91159	10/31/2023	80.00
		1000-15-15100-513030-00000000-	50415	COM TX 101823/50415	91159	10/31/2023	80.00
		1000-15-15100-513030-00000000-	50422	COM TX 102323/50422	91159	10/31/2023	120.00



	1000-15-15100-513030-00000000-	50423	COM TX 102323/50423	91159	10/31/2023	120.00
	1000-15-15100-513030-00000000-	50424	COM TX 102323/50424	91159	10/31/2023	120.00
	1000-15-15100-513030-00000000-	50426	COM TX 102323/50426	91159	10/31/2023	40.00
	1000-15-15100-513030-00000000-	50427	COM TX 102323/50427	91159	10/31/2023	300.00
	1000-15-15100-513030-00000000-	50428	COM TX 102323/50428	91159	10/31/2023	300.00
	1000-15-15100-513030-00000000-	50429	COM TX 102323/50429	91159	10/31/2023	300.00
	1000-15-15100-513030-00000000-	50430	COM TX 102323/50430	91159	10/31/2023	300.00
	1000-15-15100-513030-00000000-	50431	COM TX 102323/50431	91159	10/31/2023	300.00
	1000-15-15100-513030-00000000-	50432	COM TX 102323/50432	91159	10/31/2023	300.00
	<b>Total Paid by Vendor</b>					<b>5,460.00</b>
ALLGAS INC	1000-55-55400-514010-00000000-	3669842	POP 10/24/23 MAINTENANCE PROPANE	91160	10/31/2023	107.69
	1000-55-55400-514010-00000000-	3670583	POP: 10/25/23 MAINTENANCE PROPANE BLANKET	91160	10/31/2023	62.08
	1000-55-55400-514010-00000000-	3672011	POP: 10/26/23 MAINTENANCE PROPANE BLANKET	91160	10/31/2023	61.27
	1000-55-55400-514010-00000000-	3671982	POP 10/26/23 MAINTENANCE PROPANE	91296	11/7/2023	91.50
	<b>Total Paid by Vendor</b>					<b>322.54</b>
ALLIED PHOTOCOPY INC	1000-50-00000-515340-00000000-	1169543	ANIMAL LICENSE RENEWAL LETTERS - BLANKET	91161	10/31/2023	240.35
	<b>Total Paid by Vendor</b>					<b>240.35</b>
ALLSTATE BENEFITS	1000-00-00000-210290-00000000-	M0116446291 10/29/23	PPE 10/29/23 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	91297	11/7/2023	10,492.52
	1000-00-00000-210300-00000000-	M0116446291 10/29/23	PPE 10/29/23 ALLSTATE CANCER/OFF-THE-JOB ACCIDENT	91297	11/7/2023	8,090.84
	<b>Total Paid by Vendor</b>					<b>18,583.36</b>
AMANDA ELLIOTT	1000-30-30100-515340-00000000-	885	POP 08/23/23 GRAPHIC DESIGN WORK	91298	11/7/2023	1,225.00
	<b>Total Paid by Vendor</b>					<b>1,225.00</b>
AMAZON CAPITAL SERVICES INC	1000-42-42100-515340-00000000-	1PPD-KDNT-1Y39	GO PRO ACCESSORIES	90001977	10/31/2023	1,379.96
	1000-42-42100-515340-00000000-	1DFX-QD6V-DPG6	STATION FLOOR TAPE	90001977	10/31/2023	286.00
	1000-30-30200-515340-00000000-	1CQ3-NXNV-GMP9	2023 MONSTER MASH MARK RUSSELL R/C	90001977	10/31/2023	675.70
	1000-30-30200-515340-00000000-	1XG9-G7RK-43DG	GRANT FUNDED MALE MENTORSHIP SUPPLIES	90001977	10/31/2023	2,143.62
	1000-30-30200-515340-00000000-	1GTC-DDMK-44RG	CREDIT MEMO FOR INVOICE 1XG9-G7RK-43DG	90001977	10/31/2023	-247.35
	1000-71-71100-515340-00000000-	1F96-6HM1-YWDV	THUMB DRIVES PER KATHY MARTIN	90001977	10/31/2023	31.99
	1000-41-41305-515340-00000000-	1RVT-4GHL-77YG	ACADEMY SUPPLIES	90001977	10/31/2023	399.99
	1000-74-74200-515340-00000000-	13CF-C39N-73MY	ERINFERNOW/200WESTSIDESQSTE700/2564275192	90001977	10/31/2023	89.64
	1000-52-52400-515340-00000000-	113T-GRYX-4QX1	MONITOR WALL MOUNT FOR HAYS CLASSROOM	90001977	10/31/2023	108.89
	1000-42-42100-515340-00000000-	1QHF-QK1P-CQTP	TIRE GAUGES AND SCREWDRIVERS	90001977	10/31/2023	209.69
	1000-13-13100-515340-00000000-	1WQV-64NK-4HRM	SUPPLIES/SHOUSTON/308FOUNTAINCIR/4THFL/4275284	90002023	11/7/2023	95.35
	1000-41-41305-515340-00000000-	14F9-XGQF-TFVF	ACADEMY SUPPLIES	90002023	11/7/2023	43.70
	1000-52-52900-515520-00000000-	1CYC-HLK9-9764	DISPOSABLE CUPS - MAYOR'S TREE PLANTING	90002023	11/7/2023	74.27
	1000-70-70200-515340-00000000-	1XNH-6CV9-JHT1	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	90002023	11/7/2023	71.80
	1000-41-41303-515340-00000000-	13GV-4CNQ-6VNM	ID SUPPLIES	90002023	11/7/2023	223.60
	1000-43-00000-515340-00000000-	13R3-93R3-4J1Q	815 WHEELER AVENUE/ NETTA SMITH -256-427-7803	90002023	11/7/2023	59.97
	1000-41-41100-515340-00000000-	1VCN-JLGJ-6QKG	CRO SUPPLIES	90002023	11/7/2023	207.07
	1000-30-30200-515340-00000000-	1PL9-YKKC-37W9	FIRST AID SUPPLIES FOR COMMUNITY SERVICES	90002023	11/7/2023	161.67
	1000-30-30200-515340-00000000-	1X9L-MRWG-9MMT	BREAST CANCER AWARENESS FLAG FOOTBALL-COMM. EVEN	90002023	11/7/2023	162.97
	1000-42-42100-515340-00000000-	1FHR-HMLR-3JVL	IT CABLES	90002023	11/7/2023	799.96
	<b>Total Paid by Vendor</b>					<b>6,978.49</b>
AMERICAN RED CROSS & ITS CONSTITUENT CHAPTERS	1000-30-30100-515790-00000000-	22634495	POP 10/05/23-10/12/23 AMERICAN RED CROSS TRAINING	91220	10/31/2023	358.00
	1000-30-30100-515790-00000000-	22635860	POP 10/19/23AMERICAN RED CROSS TRAINING FOR DEPT.	91397	11/7/2023	41.00
	<b>Total Paid by Vendor</b>					<b>399.00</b>
ANIMAL CARE CLINIC & HOSPITAL	1000-50-00000-515370-00000000-	701967	POP 10/11/23 SPAY/NEUTER/RABIES, LISP	91299	11/7/2023	140.00
	<b>Total Paid by Vendor</b>					<b>140.00</b>
ANIMAL HEALTH CARE CENTER	1000-50-00000-515370-00000000-	164540	POP 09/29/23 SPAY/NEUTER/RABIES, LISP	91300	11/7/2023	10.00
	1000-50-00000-515370-00000000-	164536	POP 09/29/23 SPAY/NEUTER/RABIES, LISP	91300	11/7/2023	10.00
	<b>Total Paid by Vendor</b>					<b>20.00</b>
ANIXTER INC	1000-75-75300-515340-00000000-	5824505-02	ITEMS FOR STOCK	91301	11/7/2023	49.58
	<b>Total Paid by Vendor</b>					<b>49.58</b>
ANSWERTEL OF ATHENS, INC.	1000-14-14300-515370-00000000-	110410202023	POP 09/21/23-10/18/23 AFTER HOURS- ANSWERING SVCS	91163	10/31/2023	230.55
	<b>Total Paid by Vendor</b>					<b>230.55</b>
ATHENS UTILITIES	1000-14-14100-515700-00000000-	136-69035-00-1023	POP 09/20/23-10/20/23 UTILITIES FIRE STATION 18	90002025	11/7/2023	6.51
	1000-14-14100-515700-00000000-	136-73293-00-1023	POP 09/20/23-10/20/23 UTILITIES FIRE STATION 18	90002025	11/7/2023	39.98
	1000-14-14100-515700-00000000-	136-69030-01-1023	POP 09/22/23-10/23/23 UTILITIES FIRE STATION 18	90002025	11/7/2023	992.89
	<b>Total Paid by Vendor</b>					<b>1,039.38</b>
ATTORNEY GENERAL OF TEXAS	1000-00-00000-210180-00000000-	330600	Payroll Run 1 - Warrant 231029	91271	11/2/2023	133.85
	<b>Total Paid by Vendor</b>					<b>133.85</b>
A-Z OFFICE RESOURCE INC	1000-41-41201-515340-00000000-	5639995-0	4014 N MEMORIAL PKWY NW-A. KNOX 256-427-5519	90001974	10/31/2023	39.58

	1000-41-41100-515340-00000000-	5641479-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90001974	10/31/2023	529.02
	1000-18-00000-515340-00000000-	5641615-0	SUPPLIES-308 FOUNTAIN CIR. 6TH FLOOR LEGAL	90001974	10/31/2023	218.82
	1000-00-00000-140110-00000000-	5565686-0	INVENTORY SUPPLIES-JOSHUA FOWLER-256-427-5254	90001974	10/31/2023	106.15
	1000-00-00000-140110-00000000-	5555105-0	INVENTORY SUPPLIES-JOSHUA FOWLER-256-427-5254	90001974	10/31/2023	50.90
	1000-18-00000-515340-00000000-	5641615-1	SUPPLIES-308 FOUNTAIN CIR. 6TH FLOOR LEGAL	90001974	10/31/2023	20.99
	1000-00-00000-140110-00000000-	5644295-0	OFFICE SUPPLIES- JOSHUA FOWLER-256-427-5254	90001974	10/31/2023	157.73
	1000-41-41250-515340-00000000-	5644296-0	2320 1ST STREET - T. MCILWAIN 256-427-5580	90001974	10/31/2023	358.91
	1000-41-41305-515340-00000000-	5644619-0	5365 TRIANA BLVD SW - C. DARDEN 256-746-4400	90001974	10/31/2023	316.89
	1000-41-41305-515340-00000000-	C5634810-0	CREDIT MEMO FOR INVOICE 5634810-0	90001974	10/31/2023	-86.35
	1000-41-41100-515340-00000000-	5538896-0	704 FIBER STREET NW-ZAC GOSHERT 256-427-7034	90001974	10/31/2023	19.75
	1000-41-41303-515340-00000000-	5645349-0	704 FIBER STREET NW - D. MORGAN 256-427-7174	90002019	11/7/2023	365.38
	1000-41-41110-515340-00000000-	5647114-0	704 FIBER STREET NW - D. MORGAN 256-427-7174	90002019	11/7/2023	284.84
	<b>Total Paid by Vendor</b>					<b>2,382.61</b>
BAGBY ELEVATOR COMPANY INC	1000-14-14300-515370-00000000-	SCHED000000308429	POP 11/01/23 PO ELEVATOR SERVICES	91303	11/7/2023	208.00
	1000-14-14300-515370-00000000-	SCHED000000308426	POP 11/01/23 ELEVATOR SERVICES	91303	11/7/2023	208.00
	1000-14-14300-515370-00000000-	SCHED000000308425	POP 11/01/23 ELEVATOR SERVICES	91303	11/7/2023	208.00
	1000-14-14300-515370-00000000-	SCHED000000308428	POP 11/01/23 ELEVATOR SERVICES	91303	11/7/2023	416.00
	1000-14-14300-515370-00000000-	SCHED000000308427	POP 11/01/23 ELEVATOR SERVICES	91303	11/7/2023	208.00
	1000-14-14300-515370-00000000-	SCHED000000308424	POP 11/01/23 ELEVATOR SERVICES	91303	11/7/2023	416.00
	1000-14-14300-515370-00000000-	SCHED000000308423	POP 11/01/23 ELEVATOR SERVICES	91303	11/7/2023	624.00
	<b>Total Paid by Vendor</b>					<b>2,288.00</b>
BAILEY COVE LLC	1000-14-14300-515460-00000000-	112023	POP 11/01/23-11/30/23 LEASE SOUTH PRECINCT	91164	10/31/2023	13,934.48
	<b>Total Paid by Vendor</b>					<b>13,934.48</b>
BELLSOUTH TELECOMMUNICATIONS LLC	1000-17-17100-515070-00000000-	287270571936103123	POP 09/24/23-10/23/23 FOR ATT MOBILITY FOR FIRE	91302	11/7/2023	247.44
	<b>Total Paid by Vendor</b>					<b>247.44</b>
BEST BEST & KRIEGER LLP	1000-18-00000-515372-00000000-	978714	POP THRU 10/31/23- OUTSIDE LEGAL SERVICES	91305	11/7/2023	13,955.50
	<b>Total Paid by Vendor</b>					<b>13,955.50</b>
BIG BROTHERS BIG SISTERS OF THE TN VALLEY	1000-00-00000-610062-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91307	11/7/2023	30,000.00
	<b>Total Paid by Vendor</b>					<b>30,000.00</b>
BLAIR AND SONS INC	1000-15-15100-513030-00000000-	92982	COM TX 102323/92982	91168	10/31/2023	10.00
	1000-53-53200-513010-00000000-	92995	KEYS AND LOCKS FOR PARKING FACILITIES	91168	10/31/2023	50.00
	<b>Total Paid by Vendor</b>					<b>60.00</b>
BOBBY SCHRIMSHER & SONS GENERAL CONTRACTOR INC	1000-70-70200-515370-00000000-	1090	POP 10/1-10/05 STRUCTURAL EVALUATION REPORT	91308	11/7/2023	225.00
	<b>Total Paid by Vendor</b>					<b>225.00</b>
BONNIE J MACIORSKI	1000-43-00000-515370-00000000-	10/25/23 2ND SESSION	INST FOR 8HR CLASS ON 10/25/23	91309	11/7/2023	100.00
	<b>Total Paid by Vendor</b>					<b>100.00</b>
BOWMANS ENTERPRISES INC	1000-15-15100-515340-00000000-	5281	SIGNATURE STAMP FOR CITY FLT HWY 1	91310	11/7/2023	34.95
	<b>Total Paid by Vendor</b>					<b>34.95</b>
BOYS & GIRLS CLUBS OF NORTH ALABAMA	1000-00-00000-610063-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91311	11/7/2023	37,500.00
	<b>Total Paid by Vendor</b>					<b>37,500.00</b>
BROOKS LOCK & KEY	1000-14-14300-513010-00000000-	17455	MEDECO KEY SYSTEM & MISC.	91169	10/31/2023	20.00
	1000-14-14300-513010-00000000-	17446	MEDECO KEY SYSTEM & MISC.	91169	10/31/2023	75.00
	1000-14-14300-513010-00000000-	17445	MEDECO KEY SYSTEM & MISC.	91169	10/31/2023	20.00
	1000-14-14300-513010-00000000-	17543	KNOB	91169	10/31/2023	30.00
	1000-14-14300-513010-00000000-	17532	MEDECO KEY SYSTEM & MISC.	91169	10/31/2023	10.00
	<b>Total Paid by Vendor</b>					<b>155.00</b>
BSN SPORTS LLC	1000-30-30600-515340-00000000-	923331227	EQUIPMENT FOR COHPAR YOUTH BASKETBALL LEAGUES-ATH	91170	10/31/2023	2,335.66
	<b>Total Paid by Vendor</b>					<b>2,335.66</b>
BUDDYS SMALL ENGINES INC	1000-52-52300-515340-00000000-	159103	KIT FOR Z-SPRAY - IRRIGATION	91171	10/31/2023	1,116.24
	1000-52-52300-515340-00000000-	159101	VACUUM CHIPPER - IRRIGATION	91313	11/7/2023	1,975.00
	1000-52-52100-520500-00000000-	159102	Z-SPRAY FOR IRRIGATION	91313	11/7/2023	18,991.00
	<b>Total Paid by Vendor</b>					<b>22,082.24</b>
BUILDING SPECIALTIES CO INC	1000-14-14300-513010-00000000-	71225272	2024 BLANKET SARGEANT & KESCO KEYS & MISC.	91172	10/31/2023	72.00
	<b>Total Paid by Vendor</b>					<b>72.00</b>
BUTLER ANIMAL HEALTH HOLDING COMPANY LLC	1000-50-00000-515161-00000000-	AR27433	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	948.56
	1000-50-00000-515161-00000000-	AR01154	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	255.28
	1000-50-00000-515161-00000000-	AP70081	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	1,141.24
	1000-50-00000-515161-00000000-	AM75155	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	470.00
	1000-50-00000-515161-00000000-	AL27209	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	806.00
	1000-50-00000-515161-00000000-	AL26683	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	1,129.50
	1000-50-00000-515161-00000000-	AT15082	ANIMAL MEDICAL DRUGS NOT ON CONTRACT	91178	10/31/2023	623.13
	1000-50-00000-515161-00000000-	BB66065	ANIMAL MEDICAL DRUGS NOT ON CONTRACT-BLANKET	91178	10/31/2023	746.04

	1000-50-00000-515161-00000000-	BA73912	ANIMAL MEDICAL DRUGS NOT ON CONTRACT-BLANKET	91178	10/31/2023	445.26
	1000-50-00000-515161-00000000-	BB63047	ANIMAL MEDICAL DRUGS NOT ON CONTRACT-BLANKET	91178	10/31/2023	78.00
	1000-50-00000-515161-00000000-	BB62823	ANIMAL MEDICAL DRUGS NOT ON CONTRACT-BLANKET	91178	10/31/2023	1,374.03
	1000-50-00000-515161-00000000-	BC53490	ANIMAL MEDICAL DRUGS NOT ON CONTRACT-BLANKET	91178	10/31/2023	310.14
	1000-50-00000-515161-00000000-	BC67485	ANIMAL MEDICAL DRUGS NOT ON CONTRACT-BLANKET	91330	11/7/2023	2,265.71
	<b>Total Paid by Vendor</b>					<b>10,592.89</b>
CANON SOLUTIONS AMERICA INC	1000-17-17100-515250-00000000-	6004063959	POP 01/26/23-04/25/23 CANON/CSA QR S/N XVZ0293 PAR	91173	10/31/2023	10.92
	<b>Total Paid by Vendor</b>					<b>10.92</b>
CAROLINE SWOPE	1000-74-74100-515340-00000000-	#2 WHITESBURG EST	NATIONAL REGISTER NOMINATION-WHITESBURG ESTATES	91367	11/7/2023	3,114.00
	<b>Total Paid by Vendor</b>					<b>3,114.00</b>
CELLCO PARTNERSHIP	1000-17-17100-515070-00000000-	9947717246	POP: 09/26/23-10/25/23 VERIZON SERVICES COH BY ITS	91443	11/7/2023	30,470.16
	1000-17-17100-515070-00000000-	9947717247	POP: 09/26/23-10/25/23 VERIZON SERVICES COH BY ITS	91443	11/7/2023	1,984.93
	1000-17-17100-515070-00000000-	9947717248	POP: 09/26/23-10/25/23 VERIZON SERVICES COH BY ITS	91443	11/7/2023	40.01
	1000-17-17100-515070-00000000-	9947717249	POP: 09/26/23-10/25/23 VERIZON SERVICES COH BY ITS	91443	11/7/2023	13,363.99
	1000-17-17100-515070-00000000-	9947717250	POP: 09/26/23-10/25/23 VERIZON SERVICES COH BY ITS	91443	11/7/2023	5,029.60
	<b>Total Paid by Vendor</b>					<b>50,888.69</b>
CENTURYLINK COMMUNICATIONS, LLC	1000-17-17100-515070-00000000-	4155294611023	POP 10/21/23-11/20/23 CENTURYLINK PRI LINES	91174	10/31/2023	1,987.69
	<b>Total Paid by Vendor</b>					<b>1,987.69</b>
CHAMBER OF COMMERCE	1000-00-00000-610057-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91314	11/7/2023	75,000.00
	<b>Total Paid by Vendor</b>					<b>75,000.00</b>
CHECKR INC	1000-16-16100-515370-00000000-	1010956	CREDIT REPORT	91316	11/7/2023	64.00
	<b>Total Paid by Vendor</b>					<b>64.00</b>
CHRISTMAS CHARITIES YEAR ROUND SERVICES INC	1000-00-00000-610107-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91317	11/7/2023	15,000.00
	<b>Total Paid by Vendor</b>					<b>15,000.00</b>
CINTAS	1000-15-15100-515340-00000000-	4171607875	4203 E. SCHRIMSHER LN	91175	10/31/2023	251.77
	1000-15-15100-515340-00000000-	4172204131	3242 LEEMAN FERRY RD SW	91318	11/7/2023	34.12
	<b>Total Paid by Vendor</b>					<b>285.89</b>
COLLEGE COUNTS 529 FUND	1000-00-00000-210310-00000000-	330590	Payroll Run 1 - Warrant 231029	91272	11/2/2023	1,135.00
	<b>Total Paid by Vendor</b>					<b>1,135.00</b>
COMCAST OF ALABAMA INC	1000-17-17100-515250-00000000-	83969000115986911023	POP 10/30/23-11/29/23 COMCAST CABLE SVCS COH	91177	10/31/2023	133.07
	1000-17-17100-515250-00000000-	83969000114784071023	POP 10/30/23-11/29/23 COMCAST CABLE SVCS COH	91177	10/31/2023	63.37
	1000-17-17100-515250-00000000-	83969000115978001023	POP 10/30/23-11/29/23 COMCAST CABLE SVCS COH	91177	10/31/2023	10.57
	1000-17-17100-515250-00000000-	83969000120079401023	POP 10/21/23-11/20/23 COMCAST CABLE SVCS COH	91177	10/31/2023	21.14
	1000-17-17100-515250-00000000-	83969000116343481023	POP 11/03/23-12/02/23 COMCAST CABLE SVCS COH	91177	10/31/2023	10.57
	1000-17-17100-515250-00000000-	83969000101809471023	POP11/01/23-11/30/23 COMCAST CABLE SVC COH	91177	10/31/2023	63.30
	1000-17-17100-515250-00000000-	83969000116022381023	POP 11/05/23-12/04/23 COMCAST CABLE SERVICES COH	91177	10/31/2023	63.42
	1000-17-17100-515250-00000000-	83969000115986831023	POP 11/02/23-12/01/23 COMCAST CABLE SERVICES COH	91177	10/31/2023	173.42
	1000-17-17100-515250-00000000-	83969000109586231023	POP 11/10/23-12/09/23 COMCAST CABLE SERVICES COH	91327	11/7/2023	103.49
	1000-17-17100-515250-00000000-	83960100100032381023	POP 10/28/23-11/27/23 COMCAST CABLE SERVICES COH	91327	11/7/2023	460.45
	1000-17-17100-515250-00000000-	83969000108001711023	POP 11/09/23-12/08/23 COMCAST CABLE SERVICES COH	91327	11/7/2023	31.71
	1000-17-17100-515250-00000000-	83969000111637771023	POP 11/08/23-12/07/23 COMCAST CABLE SERVICES COH	91327	11/7/2023	52.80
	1000-17-17100-515250-00000000-	83969000116016441023	POP 11/11/23-12/10/23 COMCAST CABLE SVCS COH	91327	11/7/2023	12.66
	<b>Total Paid by Vendor</b>					<b>1,199.97</b>
COMMERCIAL FLOORING SERVICES	1000-14-14300-513010-00000000-	I-7323	2024 BLANKET PO FLOORING REPAIRS	90001980	10/31/2023	294.29
	<b>Total Paid by Vendor</b>					<b>294.29</b>
COMMUNITY ACTION PARTNERSHIP HUNTSVILLE/MADISON	1000-00-00000-610071-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91328	11/7/2023	25,000.00
	<b>Total Paid by Vendor</b>					<b>25,000.00</b>
CORVEL CORPORATION	1000-19-00000-502150-00000000-	102723-HUNT	SUPP FOR LG MED BILL ON TWO CLAIMS	90001981	10/31/2023	6,099.11
	1000-19-00000-502150-00000000-	1493332	MONTHLY TPA FEES FOR OCTOBER 2023	90002030	11/7/2023	7,475.00
	<b>Total Paid by Vendor</b>					<b>13,574.11</b>
COWIN EQUIPMENT CO INC	1000-55-55300-513050-00000000-	RSA031182 4A	4-N-1 BUCKET FOR TL12	91331	11/7/2023	600.00
	1000-55-55300-513050-00000000-	RSA031182 5	CREDIT MEMO FOR INVOICE RSA031182 4A	91331	11/7/2023	-150.00
	<b>Total Paid by Vendor</b>					<b>450.00</b>
CUSTOM CABINETSAND COUNTERTOPS OF HUNTSVILLE INC	1000-42-42100-515340-00000000-	23CHF17	COUNTERTOPS FOR FIRE SUPPLY	91332	11/7/2023	1,155.00
	<b>Total Paid by Vendor</b>					<b>1,155.00</b>
DANIEL COLE	1000-14-14300-513010-00000000-	13464	POP 10/03/23 ICEMAKER REPAIRS	91176	10/31/2023	101.75
	1000-14-14300-513010-00000000-	13466	POP 10/11/23 ICEMAKER REPAIRS	91176	10/31/2023	897.30
	<b>Total Paid by Vendor</b>					<b>999.05</b>
DCSC LLC	1000-14-14300-515460-00000000-	112023	POP: 11/01/23-11/30/23DRAKE AVE SUITE 25& 26 LEASE	91179	10/31/2023	4,585.00
	<b>Total Paid by Vendor</b>					<b>4,585.00</b>
DEBRA KIZER CIRCUIT CLERK CV CASES	1000-00-00000-210180-00000000-	330593	Payroll Run 1 - Warrant 231029	91278	11/2/2023	456.02
	1000-00-00000-210180-00000000-	330594	Payroll Run 1 - Warrant 231029	91279	11/2/2023	132.56

	1000-00-00000-210180-00000000-	330595	Payroll Run 1 - Warrant 231029	91280	11/2/2023	261.85
	<b>Total Paid by Vendor</b>					<b>850.43</b>
DH PACE CO., INC	1000-14-14300-513010-00000000-	SVC/265-19242	POP 10/11/23 OVERHEAD DOOR REPAIRS	90001982	10/31/2023	323.05
	1000-14-14300-513010-00000000-	SVC/265-19241	POP 10/10/23-10/11/23 OVERHEAD DOOR REPAIRS	90001982	10/31/2023	259.00
	1000-14-14300-513010-00000000-	SVC/265-19238	POP 10/10/23 OVERHEAD DOOR REPAIRS	90001982	10/31/2023	2,194.10
	1000-14-14300-513010-00000000-	SVC/265-19323	POP 10/17/23 OVERHEAD DOOR REPAIRS	90001982	10/31/2023	450.00
	1000-14-14300-513010-00000000-	SVC/265-19558	POP 10/23/23 OVERHEAD DOOR REPAIRS	90002031	11/7/2023	762.20
	1000-14-14300-513010-00000000-	SVC/265-19559	POP 10/23/23 OVERHEAD DOOR REPAIRS	90002031	11/7/2023	498.20
	<b>Total Paid by Vendor</b>					<b>4,486.55</b>
DISTRICT COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	330592	Payroll Run 1 - Warrant 231029	91277	11/2/2023	546.07
	<b>Total Paid by Vendor</b>					<b>546.07</b>
DORIC OF TENNESSEE INC	1000-51-00000-515340-00000000-	105218	POP 10/24/23 LAWN CRYPT OPENING/CLOSING AT MH	91334	11/7/2023	425.00
	1000-51-00000-515340-00000000-	105013	POP 10/13/23 LAWN CRYPT OPENING/CLOSING AT MH	91334	11/7/2023	425.00
	1000-51-00000-515340-00000000-	105167	POP 10/26/23 LAWN CRYPT OPENING/CLOSING AT MH	91334	11/7/2023	425.00
	1000-51-00000-515340-00000000-	105307	POP 10/29/23 LAWN CRYPT OPENING/CLOSING AT MH	91334	11/7/2023	425.00
	<b>Total Paid by Vendor</b>					<b>1,700.00</b>
DOWNTOWN HUNTSVILLE INC	1000-00-00000-610065-00000000-	FY24 Q1-Q2	FY24 APPROPRIATION ORD NO. 23-762	91335	11/7/2023	45,000.00
	<b>Total Paid by Vendor</b>					<b>45,000.00</b>
DRAKE & HARLAN PROPERTIES INC	1000-14-14300-515460-00000000-	112023	POP 11/01/23-11/30/23 12TH AVENUE WAREHOUSE LEASE	91181	10/31/2023	3,900.00
	<b>Total Paid by Vendor</b>					<b>3,900.00</b>
DUTCH OIL COMPANY INC	1000-10-00000-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	44.75
	1000-14-14100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	150.03
	1000-15-15100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	141.66
	1000-30-30100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	50.88
	1000-30-30100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	34.52
	1000-30-30100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	145.48
	1000-30-30100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	37.84
	1000-41-41100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	3,454.27
	1000-41-41100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	344.54
	1000-41-41100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	37.59
	1000-41-41100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	31.45
	1000-41-41100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	481.21
	1000-42-42100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	1,073.66
	1000-42-42100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	86.43
	1000-42-42100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	39.38
	1000-50-00000-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	76.97
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	116.32
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	129.14
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	231.67
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	674.35
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	217.17
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	46.25
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	117.89
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	75.56
	1000-52-52100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	452.88
	1000-53-53200-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	36.31
	1000-53-53400-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	52.08
	1000-55-55100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	51.14
	1000-55-55100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	31.45
	1000-55-55300-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	1,031.97
	1000-55-55400-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	1,478.21
	1000-70-70200-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	196.58
	1000-71-71100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	180.46
	1000-72-00000-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	410.57
	1000-75-75100-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	31.15
	1000-14-14100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	133.96
	1000-15-15100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	30.82
	1000-17-17100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	31.05
	1000-30-30100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	31.59
	1000-30-30100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	12.07
	1000-41-41100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	4,021.56
	1000-41-41100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	429.97

1000-41-41100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	72.67
1000-41-41100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	343.16
1000-42-42100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	922.38
1000-42-42100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	135.08
1000-42-42100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	172.40
1000-50-00000-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	164.10
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	87.82
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	65.23
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	177.96
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	182.60
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	173.01
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	73.19
1000-52-52100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	131.68
1000-53-53400-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	67.02
1000-55-55100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	55.73
1000-55-55100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	44.43
1000-55-55300-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	118.22
1000-55-55400-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	399.35
1000-70-70200-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	29.02
1000-71-71100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	83.71
1000-72-00000-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	131.43
1000-73-73100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	46.74
1000-74-74100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	30.82
1000-75-75100-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	123.74
1000-41-41100-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	2,889.40
1000-41-41100-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	68.66
1000-41-41100-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	138.97
1000-42-42100-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	484.80
1000-42-42100-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	77.81
1000-52-52100-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	42.54
1000-53-53400-514010-00000000-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	19.50
1000-14-14100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	22.32
1000-30-30100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	35.70
1000-41-41100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	2,700.11
1000-41-41100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	132.11
1000-41-41100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	32.90
1000-41-41100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	126.15
1000-42-42100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	796.16
1000-42-42100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	46.74
1000-51-00000-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	53.17
1000-52-52100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	28.85
1000-52-52100-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	54.67
1000-53-53200-514010-00000000-	CFN-27488	FUELING TRANS DATED 102223	90002032	11/7/2023	44.31
1000-00-00000-610039-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	63.33
1000-12-12100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	31.65
1000-14-14100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	470.16
1000-15-15100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	77.48
1000-30-30100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	38.99
1000-30-30100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	28.36
1000-41-41100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	3,110.86
1000-41-41100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	252.92
1000-41-41100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	60.47
1000-41-41100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	275.21
1000-42-42100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	1,149.18
1000-42-42100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	142.77
1000-42-42100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	102.27
1000-43-00000-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	25.07
1000-50-00000-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	83.52
1000-51-00000-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	48.85
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	96.68
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	63.02
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	188.61

1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	195.61
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	54.94
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	71.15
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	302.38
1000-52-52100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	66.73
1000-53-53200-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	45.56
1000-53-53400-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	21.77
1000-55-55100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	167.04
1000-55-55300-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	675.37
1000-55-55400-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	304.95
1000-70-70200-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	185.23
1000-71-71100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	37.81
1000-72-00000-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	214.01
1000-74-74100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	32.90
1000-75-75100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	69.60
1000-75-75100-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	396.11
1000-13-13100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	28.97
1000-14-14100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	297.98
1000-30-30100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	68.60
1000-30-30100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	36.16
1000-30-30100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	14.86
1000-30-30100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	25.51
1000-41-41100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	3,838.18
1000-41-41100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	415.21
1000-41-41100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	40.62
1000-41-41100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	229.11
1000-42-42100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	996.39
1000-42-42100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	106.51
1000-42-42100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	65.64
1000-51-00000-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	73.07
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	24.52
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	44.09
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	199.93
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	111.96
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	143.93
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	374.16
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	242.51
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	164.22
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	73.32
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	276.31
1000-52-52100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	30.21
1000-53-53200-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	29.48
1000-53-53400-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	71.59
1000-53-53500-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	44.63
1000-55-55100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	14.11
1000-55-55100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	17.83
1000-55-55300-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	834.49
1000-55-55400-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	855.64
1000-70-70200-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	66.88
1000-71-71100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	257.35
1000-71-71100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	93.63
1000-72-00000-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	162.49
1000-74-74100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	45.82
1000-75-75100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	235.47
1000-75-75100-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	121.74
1000-55-55400-514010-00000000-	INV-203068	FY24 MAINTENANCE FUEL	90002032	11/7/2023	2,574.14
1000-14-14100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	162.42
1000-17-17100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	21.17
1000-30-30100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	15.40
1000-30-30100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	31.28
1000-41-41100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	3,304.86
1000-41-41100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	302.33

1000-41-41100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	19.27
1000-41-41100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	267.80
1000-42-42100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	838.31
1000-42-42100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	164.33
1000-42-42100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	47.64
1000-50-00000-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	123.19
1000-51-00000-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	65.92
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	64.48
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	97.44
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	213.89
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	489.79
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	206.38
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	77.57
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	25.63
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	73.38
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	177.51
1000-52-52100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	91.04
1000-53-53200-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	12.06
1000-55-55100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	46.20
1000-55-55300-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	931.89
1000-55-55400-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	905.67
1000-70-70200-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	111.71
1000-71-71100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	44.10
1000-71-71100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	46.92
1000-72-00000-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	166.97
1000-75-75100-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	159.32
1000-14-14100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	170.39
1000-15-15100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	69.84
1000-17-17100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	22.29
1000-30-30100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	122.07
1000-30-30100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	8.48
1000-30-30100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	31.50
1000-41-41100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	3,794.97
1000-41-41100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	453.58
1000-41-41100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	105.13
1000-41-41100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	276.97
1000-42-42100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	852.30
1000-42-42100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	167.52
1000-50-00000-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	66.61
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	70.27
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	13.81
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	118.00
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	222.65
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	257.39
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	181.56
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	47.20
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	213.40
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	11.88
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	296.27
1000-52-52100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	40.95
1000-53-53100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	38.75
1000-53-53400-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	73.88
1000-55-55100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	49.91
1000-55-55300-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	1,241.28
1000-55-55400-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	946.02
1000-70-70200-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	91.22
1000-71-71100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	115.82
1000-71-71100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	34.63
1000-72-00000-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	223.61
1000-75-75100-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	72.42
1000-17-17100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	24.86
1000-41-41100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	3,246.87

1000-41-41100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	182.31
1000-41-41100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	169.85
1000-41-41100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	310.96
1000-42-42100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	1,093.39
1000-42-42100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	35.36
1000-42-42100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	134.73
1000-50-00000-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	63.86
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	107.33
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	92.46
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	63.55
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	63.73
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	135.01
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	142.50
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	36.56
1000-52-52100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	129.00
1000-53-53400-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	98.19
1000-55-55100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	48.02
1000-55-55100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	50.41
1000-55-55300-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	154.95
1000-55-55400-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	306.12
1000-70-70200-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	82.41
1000-71-71100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	77.88
1000-72-00000-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	200.01
1000-73-73100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	44.67
1000-74-74100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	39.90
1000-75-75100-514010-00000000-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	31.06
1000-14-14100-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	22.71
1000-41-41100-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	3,253.34
1000-41-41100-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	39.39
1000-41-41100-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	161.75
1000-42-42100-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	327.15
1000-50-00000-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	151.18
1000-52-52100-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	54.23
1000-53-53400-514010-00000000-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	35.36
1000-30-30100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	40.13
1000-41-41100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	3,024.68
1000-41-41100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	93.63
1000-41-41100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	36.65
1000-41-41100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	161.24
1000-42-42100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	435.47
1000-42-42100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	49.61
1000-52-52100-514010-00000000-	CFN-27595	FUELING TRANS DATED 102923	90002032	11/7/2023	30.89
1000-12-12100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	31.86
1000-14-14100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	325.01
1000-15-15100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	63.23
1000-17-17100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	28.70
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1000-30-30100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	24.31
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1000-41-41100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	3,679.17
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1000-41-41100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	46.94
1000-41-41100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	228.34
1000-42-42100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	473.66
1000-42-42100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	79.53
1000-42-42100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	26.75
1000-50-00000-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	46.69
1000-51-00000-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	27.00
1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	91.20
1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	170.74
1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	118.44
1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	60.80



1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	151.96
1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	288.58
1000-52-52100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	28.70
1000-53-53200-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	46.21
1000-53-53400-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	35.75
1000-55-55100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	88.28
1000-55-55300-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	905.80
1000-55-55400-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	893.64
1000-70-70200-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	50.58
1000-71-71100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	50.34
1000-72-00000-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	209.31
1000-75-75100-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	108.97
1000-14-14100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	132.67
1000-17-17100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	43.74
1000-30-30100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	63.06
1000-41-41100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	2,707.29
1000-41-41100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	329.09
1000-41-41100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	194.76
1000-42-42100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	1,182.99
1000-42-42100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	190.09
1000-42-42100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	60.95
1000-50-00000-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	67.98
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	197.77
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	88.75
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	240.88
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	87.44
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	246.27
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	288.47
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	92.36
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	104.55
1000-52-52100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	388.36
1000-53-53400-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	39.85
1000-55-55100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	78.76
1000-55-55300-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	727.71
1000-55-55400-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	1,266.97
1000-70-70200-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	112.79
1000-71-71100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	170.88
1000-71-71100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	46.18
1000-72-00000-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	143.65
1000-74-74100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	28.17
1000-75-75100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	37.50
1000-75-75100-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	90.01
Total Paid by Vendor					103,704.42
ELISSA H GREEN	1000-43-00000-515370-00000000-	SUBJUDGE-102623	SUB JUDGE MUNICIPAL CRT-102623 PM	91337	187.50
	1000-43-00000-515370-00000000-	SUBJUDGE-110323 AM	SUB JUDGE MUNICIPAL CRT-110323 AM	91337	450.00
	1000-43-00000-515370-00000000-	SUBJUDGE-110123 AM	SUB JUDGE MUNICIPAL CRT-110123 AM	91337	225.00
	1000-43-00000-515370-00000000-	SUBJUDGE 110223 AM	SUB JUDGE MUNICIPAL CRT-110223 AM DOCKET	91337	237.00
	1000-43-00000-515370-00000000-	SUBJUDGE 110223 PM	POP 11/02/23 SUB JUDGE MUNICIPAL CRT-110223 PM	91337	237.00
	Total Paid by Vendor				1,336.50
ELWOOD STAFFING SERVICES, INC	1000-50-00000-515370-00000000-	3146630	POP 10/02/23-10/06/23 WAGES FOR TEMP EMPLOYEES	90001985	1,930.83
	1000-50-00000-515370-00000000-	3146081	POP 09/18/23-09/22/23 WAGES FOR TEMP EMPLOYEES	90001985	2,061.51
	1000-50-00000-515370-00000000-	3146243	POP 09/25/23-09/29/23 WAGES FOR TEMP EMPLOYEES	90001985	2,060.05
	1000-50-00000-515370-00000000-	3149070	POP 10/09/23-10/13/23 WAGES FOR TEMP EMPLOYEES	90001985	1,994.97
	1000-50-00000-515370-00000000-	3146921	POP 10/16/23-10/20/23 WAGES FOR TEMP EMPLOYEES	90001985	1,872.91
	1000-16-16100-515370-00000000-	3146925	POP 10/16/23-10/20/23 TEMPORARY STAFFING	90001985	750.00
	1000-16-16300-515370-00000000-	3146926	POP 10/16/23-10/20/23 TEMPORARY STAFFING	90001985	531.36
	1000-52-52100-515370-00000000-	3146935	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	5,551.74
	1000-52-52100-515370-00000000-	3146934	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	2,637.94
	1000-52-52100-515370-00000000-	3146933	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	7,655.26
	1000-52-52100-515370-00000000-	3146929	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	2,574.93
	1000-52-52100-515370-00000000-	3146931	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	5,384.15
	1000-52-52100-515370-00000000-	316924	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	2,145.10

	1000-52-52100-515370-00000000-	3146923	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	11/7/2023	745.23
	1000-52-52100-515370-00000000-	3146939	POP 10/16/23-10/20/23 TEMP PERSONNEL	90002033	11/7/2023	3,991.56
	1000-16-16100-515370-00000000-	3147079	POP 10/23/23-10/27/23 TEMPORARY STAFFING	90002033	11/7/2023	750.00
	1000-16-16300-515370-00000000-	3147080	POP 10/23/23-10/27/23 TEMPORARY STAFFING	90002033	11/7/2023	531.36
	1000-50-00000-515370-00000000-	3147075	POP 10/23/23-10/27/23 TEMP EMPLOYEES	90002033	11/7/2023	1,994.74
	<b>Total Paid by Vendor</b>					<b>45,163.64</b>
EMPLOYEES RETIREMENT SYSTEM OF ALABAMA	1000-00-00000-210270-00000000-	330578	Payroll Run 1 - Warrant 231029	91265	11/2/2023	8,355.93
	<b>Total Paid by Vendor</b>					<b>8,355.93</b>
FAMILY SERVICES CENTER INC	1000-00-00000-610111-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	90002034	11/7/2023	10,000.00
	<b>Total Paid by Vendor</b>					<b>10,000.00</b>
FASTENAL COMPANY	1000-75-75200-515340-00000000-	ALMAD239581	NONSLIP TREAD FOR PAINT TRUCK	91339	11/7/2023	135.20
	1000-75-75300-515340-00000000-	ALMAD239731	HAND WIPES FOR SIGNAL CREWS	91339	11/7/2023	19.57
	<b>Total Paid by Vendor</b>					<b>154.77</b>
FILTER PRO USA LLC	1000-14-14300-515370-00000000-	14618177	POP 09/20/23-09/29/23 HVAC FILTER SERVICE	90001986	10/31/2023	6,106.36
	<b>Total Paid by Vendor</b>					<b>6,106.36</b>
FIRST STOP INC	1000-00-00000-610045-00000000-	ORD 23-878	APPROPRIATION ORD 23-878	91183	10/31/2023	923,000.00
	1000-00-00000-610045-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91340	11/7/2023	46,491.75
	<b>Total Paid by Vendor</b>					<b>969,491.75</b>
FLEET FUELING	1000-41-41100-514010-00000000-	92713388	MONTHLY FUEL CHARGES	91184	10/31/2023	1,501.35
	<b>Total Paid by Vendor</b>					<b>1,501.35</b>
FLINT RIVER ANIMAL HOSPITAL	1000-50-00000-515163-00000000-	298647	POP 10/06/23 LISP & MEDICAL SICK/INJURED PETS	91185	10/31/2023	146.01
	1000-50-00000-515163-00000000-	298648	POP 10/06/23 LISP & MEDICAL SICK/INJURED PETS	91185	10/31/2023	146.01
	<b>Total Paid by Vendor</b>					<b>292.02</b>
FLORIDA STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	330598	Payroll Run 1 - Warrant 231029	91273	11/2/2023	132.46
	<b>Total Paid by Vendor</b>					<b>132.46</b>
FREIGHTLINER OF ARIZONA LLC	1000-15-15100-513030-00000000-	RA381001920:01	10/20/23-RA381001920:01	91254	10/31/2023	19,181.44
	<b>Total Paid by Vendor</b>					<b>19,181.44</b>
GEN-CO INC	1000-14-14300-513010-00000000-	31008.48	POP 10/20/23 LOCATONS GENERATOR INSPECTIONS	91186	10/31/2023	950.00
	1000-14-14300-513010-00000000-	31008.51	POP 10/18/23 LOCATONS GENERATOR INSPECTIONS	91186	10/31/2023	950.00
	1000-14-14300-513010-00000000-	31008.53	POP 10/19/23 LOCATONS GENERATOR INSPECTIONS	91186	10/31/2023	950.00
	1000-14-14300-513010-00000000-	31774	POP 10/20/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31746	POP 09/27/23 & 10/04/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	240.00
	1000-14-14300-513010-00000000-	31766	POP 10/13/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31767	POP 10/20/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31773	POP 10/19/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31771	POP 10/18/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31772	POP 10/13/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31770	POP 10/23/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31769	POP 10/23/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31775	POP 10/20/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	1000-14-14300-513010-00000000-	31768	POP 10/20/23 LOC. INSPECTIONS & REPAIRS	91341	11/7/2023	120.00
	<b>Total Paid by Vendor</b>					<b>4,290.00</b>
GIRLS INC HUNTSVILLE	1000-00-00000-610066-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91342	11/7/2023	25,000.00
	<b>Total Paid by Vendor</b>					<b>25,000.00</b>
GLOBAL TIES ALABAMA	1000-00-00000-610061-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91343	11/7/2023	30,000.00
	<b>Total Paid by Vendor</b>					<b>30,000.00</b>
GORRIE REGAN & ASSOCIATES	1000-53-53100-520500-00000000-	39574	POP 09/28/23 FOR P20103-GARAGE "T" PARCS SYSTEM	90001989	10/31/2023	26,100.00
	<b>Total Paid by Vendor</b>					<b>26,100.00</b>
HDR ENGINEERING INC	1000-74-74100-515370-PN200003-00003	1200567553	POP 07/30/23-09/30/23 HIGH CAP CONC & CORR PLAN	91349	11/7/2023	15,646.76
	<b>Total Paid by Vendor</b>					<b>15,646.76</b>
HISTORIC HUNTSVILLE FOUNDATION INC	1000-00-00000-610098-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91350	11/7/2023	32,500.00
	<b>Total Paid by Vendor</b>					<b>32,500.00</b>
HLP INC	1000-17-17100-515250-00000000-	190618	POP 10/01/23 - 09/30/24 SOLE SOURCE CHAMELEON/CMS	91188	10/31/2023	9,600.00
	<b>Total Paid by Vendor</b>					<b>9,600.00</b>
HOLSTON GASES INC	1000-30-30600-515340-00000000-	09132M	C02 FOR SHOWERS POOL	91189	10/31/2023	102.48
	<b>Total Paid by Vendor</b>					<b>102.48</b>
HOME DEPOT USA INC	1000-42-42200-515310-00000000-	772014932	JANITORIAL ORDER	91190	10/31/2023	187.92
	1000-52-52900-515340-00000000-	771348745	CLEAR CAN LINERS FOR GREEN TEAM	91190	10/31/2023	45.32
	1000-52-52500-513010-00000000-	772929451	CAN LINERS 60 GAL - WEST MAINT (FOWLER)	91351	11/7/2023	1,645.00
	1000-70-70200-515340-00000000-	773147822	SUPPLIES FOR COMM DEVELOPMENT	91351	11/7/2023	59.50
	1000-55-55300-515340-00000000-	771110707	JANITORIAL SUPPLIES FOR MAINTENANCE	91352	11/7/2023	120.45
	1000-55-55300-515340-00000000-	772254579	JANITORIAL SUPPLIES FOR MAINTENANCE	91351	11/7/2023	389.68

	1000-14-14310-515310-00000000-	772929410	GENERAL SERVICES JANITORIAL SUPPLIES	91352	11/7/2023	247.68
	<b>Total Paid by Vendor</b>					<b>2,695.55</b>
HUNTSVILLE BALLET COMPANY	1000-00-00000-610041-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91353	11/7/2023	40,000.00
	<b>Total Paid by Vendor</b>					<b>40,000.00</b>
HUNTSVILLE CITY SCHOOLS	1000-00-00000-610099-00000000-	FY24 Q1-Q2	FY24 APPROPRIATION ORD NO. 23-762	90002037	11/7/2023	27,500.00
	1000-00-00000-230300-00000000-	FY23 TRUE UP	TRUE UP FOR FY23 AND LESTONE CO TAXES DUE TO HSC	90002038	11/7/2023	184,601.09
	1000-00-00000-230301-00000000-	FY23 TRUE UP	TRUE UP FOR FY23 AND LESTONE CO TAXES DUE TO HSC	90002038	11/7/2023	299,976.73
	1000-00-00000-230302-00000000-	FY23 TRUE UP	TRUE UP FOR FY23 AND LESTONE CO TAXES DUE TO HSC	90002038	11/7/2023	230,751.43
	<b>Total Paid by Vendor</b>					<b>742,829.25</b>
HUNTSVILLE COMMUNITY WATCH ASSOCIATION	1000-00-00000-610069-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91355	11/7/2023	28,504.00
	<b>Total Paid by Vendor</b>					<b>28,504.00</b>
HUNTSVILLE FENCE COMPANY	1000-14-14300-513010-00000000-	COH102423	POP 10/16/23 FENCING SERVICES	91193	10/31/2023	1,541.00
	<b>Total Paid by Vendor</b>					<b>1,541.00</b>
HUNTSVILLE HOSPITAL FOUNDATION INC	1000-00-00000-610094-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91357	11/7/2023	25,000.00
	<b>Total Paid by Vendor</b>					<b>25,000.00</b>
HUNTSVILLE MADISON COUNTY RESCUE SQUAD	1000-00-00000-610037-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91411	11/7/2023	4,900.00
	<b>Total Paid by Vendor</b>					<b>4,900.00</b>
HUNTSVILLE PET VET	1000-50-00000-515370-00000000-	368292	POP: 08/09/23-08/16/23 SPAY/NEUTER/RABIES/LISP	91194	10/31/2023	191.50
	<b>Total Paid by Vendor</b>					<b>191.50</b>
HUNTSVILLE PUBLIC DEFENDERS OFFICE LLC	1000-43-00000-515043-00000000-	IND DEF SERV-1023	POP THRU 10/31/23 FOR INDIGENT DEFENSE SVCS-1023	90001991	10/31/2023	43,500.00
	<b>Total Paid by Vendor</b>					<b>43,500.00</b>
HUNTSVILLE PUBLIC LIBRARY	1000-00-00000-633960-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	90002041	11/7/2023	1,408,005.75
	<b>Total Paid by Vendor</b>					<b>1,408,005.75</b>
HUNTSVILLE SYMPHONY ORCHESTRA ASSOCIATION	1000-00-00000-610097-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91360	11/7/2023	37,500.00
	<b>Total Paid by Vendor</b>					<b>37,500.00</b>
HUNTSVILLE TRACTOR & EQUIPMENT INC	1000-15-15100-513030-00000000-	RO06179	COM TX 101823/RO06179	90001992	10/31/2023	13,866.81
	1000-15-15100-513030-00000000-	RO06179	COM TX 101823/RO06179	90001992	10/31/2023	6,250.00
	1000-15-15100-513030-00000000-	RO06179	COM TX 101823/RO06179	90001992	10/31/2023	263.00
	1000-15-15100-513030-00000000-	RO06179	COM TX 101823/RO06179	90001992	10/31/2023	533.89
	1000-15-15100-513030-00000000-	RO06530	COM TX 101823/RO06530	90001992	10/31/2023	187.50
	1000-15-15100-513030-00000000-	RO06530	COM TX 101823/RO06530	90001992	10/31/2023	6.56
	1000-15-15100-513030-00000000-	RO06766	COM TX 101923/RO06766	90001992	10/31/2023	1,047.80
	1000-15-15100-513030-00000000-	RO06766	COM TX 101923/RO06766	90001992	10/31/2023	2,187.50
	1000-15-15100-513030-00000000-	RO06766	COM TX 101923/RO06766	90001992	10/31/2023	76.56
	1000-15-15100-513030-00000000-	RO06766	COM TX 101923/RO06766	90001992	10/31/2023	76.81
	1000-15-15100-513030-00000000-	RO06872	COM TX 102423/RO06872	90001992	10/31/2023	2,360.96
	1000-15-15100-513030-00000000-	RO06872	COM TX 102423/RO06872	90001992	10/31/2023	1,812.50
	1000-15-15100-513030-00000000-	RO06872	COM TX 102423/RO06872	90001992	10/31/2023	63.44
	1000-15-15100-513030-00000000-	RO06872	COM TX 102423/RO06872	90001992	10/31/2023	39.88
	1000-15-15100-513030-00000000-	RO06889	COM TX 103023/RO06889	90002043	11/7/2023	916.88
	1000-15-15100-513030-00000000-	RO06889	COM TX 103023/RO06889	90002043	11/7/2023	17.50
	1000-15-15100-513030-00000000-	RO06889	COM TX 103023/RO06889	90002043	11/7/2023	90.88
	1000-15-15100-513030-00000000-	RO06889	COM TX 103023/RO06889	90002043	11/7/2023	500.00
	<b>Total Paid by Vendor</b>					<b>30,298.47</b>
HUNTSVILLE UTILITIES	1000-53-00000-515700-PK1065XX-	2210104287721023	POP 09/15/23-10/12/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	390.38
	1000-53-53200-515700-PK1064XX-	2210103911401023	POP 09/19/23-10/16/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	144.03
	1000-14-14300-515460-00000000-	112023	POP 11/01/23-11/30/23 LEASE SPACE HSV UTILITIES	91195	10/31/2023	11,897.25
	1000-53-53200-515700-PK1060XX-	2210101320481023	POP 09/22/23-10/21/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	2,766.66
	1000-53-53200-515700-PK1060XX-	2210101320471023	POP 09/23/23-10/21/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	47.49
	1000-53-53200-515700-PK1066XX-	2110100173791023	POP 09/20/23-10/18/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	62.92
	1000-53-53200-515700-PK1055XX-	2110100704511023	POP 09/21/23-10/18/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	154.33
	1000-53-53200-515700-PK1030XX-	2110100717121023	POP 09/22/23-10/19/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	19.82
	1000-53-53200-515700-PK1040XX-	2110100161901023	POP 09/21/23-10/20/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	2,283.89
	1000-53-53200-515700-PK1020XX-	2110100158331023	POP 09/21/23-10/20/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	4,284.51
	1000-53-53200-515700-PK1010XX-	2110100100351023	POP 09/18/23-10/19/23 UTILITY USAGE FOR GARAGES	91195	10/31/2023	12.34
	1000-53-53200-515700-PK1051XX-	2210103669501023	POP 09/21/23-10/18/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	914.88
	1000-53-53200-515700-PK1051XX-	2210103669481023	POP 09/22/23-10/20/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	57.68
	1000-53-53200-515700-PK1051XX-	2210103669461023	POP 09/22/23-10/20/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	537.91
	1000-53-53200-515700-PK1051XX-	2210103669441023	POP 09/22/23-10/20/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	140.19
	1000-53-53200-515700-PK1051XX-	2210103669401023	POP 09/22/23-10/20/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	21.06
	1000-53-53200-515700-PK1051XX-	2210103669431023	POP 09/22/23-10/20/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	51.17
	1000-53-53200-515700-PK1051XX-	2210103669511023	POP 09/22/23-10/20/23 UTILITY USAGE FOR GARAGE D	91195	10/31/2023	59.97

	1000-53-53200-515700-PK1040XX-	2110100162111023	POP 09/22/23-10/20/23 SPRINKLER USAGE FOR GARAGES	91195	10/31/2023	57.68
	1000-53-53200-515700-PK1020XX-	2110100159651023	POP 09/22/23-10/20/23 SPRINKLER USAGE FOR GARAGES	91195	10/31/2023	102.23
	1000-53-53200-515700-PK1020XX-	2110100708361023	POP 09/23/23-10/21/23 SPRINKLER USAGE FOR GARAGES	91195	10/31/2023	403.53
	1000-53-53200-515700-PK1066XX-	2110100173791023A	POP 09/20/23-10/18/23 SPRINKLER USAGE FOR GARAGES	91362	11/7/2023	57.68
	1000-52-52100-515340-00000000-	FIRE HYDRANT-PERMIT	POP 10/01/23-09/30/24 FIRE HYDRANT PERMITS - LM	91364	11/7/2023	9,000.00
	1000-70-70200-515700-00000000-	211010086635102023	POP10/1-10/31 UTILITY SERVICE FOR 620 PEARL AVE	91363	11/7/2023	125.06
	<b>Total Paid by Vendor</b>					<b>33,592.66</b>
HUNTSVILLE-MADISON COUNTY SENIOR CENTER INC	1000-00-00000-610085-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91358	11/7/2023	110,000.00
	<b>Total Paid by Vendor</b>					<b>110,000.00</b>
IL STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	330596	Payroll Run 1 - Warrant 231029	91274	11/2/2023	225.00
	<b>Total Paid by Vendor</b>					<b>225.00</b>
INDUSTRIAL CONTRACTOR SUPPLY LLC	1000-75-75300-515340-00000000-	63196	CHAIN LOAD BINDER	91197	10/31/2023	93.28
	1000-55-55300-515340-00000000-	63573	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91197	10/31/2023	47.80
	1000-55-55300-515340-00000000-	63487	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91197	10/31/2023	141.09
	1000-55-55300-515340-00000000-	63463	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91197	10/31/2023	189.31
	1000-55-55300-515340-00000000-	63461	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91197	10/31/2023	86.88
	1000-55-55300-515340-00000000-	63403	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91197	10/31/2023	17.44
	1000-55-55300-515340-00000000-	63214	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91197	10/31/2023	312.65
	1000-52-52700-515340-00000000-	63443	NON-BID ITEMS - LANDSCAPE (BLANKET)	91197	10/31/2023	277.05
	1000-52-52700-515340-00000000-	63351	NON-BID ITEMS - LANDSCAPE (BLANKET)	91197	10/31/2023	17.15
	1000-75-75300-515340-00000000-	63195	CONCRETE FLOAT	91365	11/7/2023	212.85
	1000-55-55400-515340-00000000-	63356	FY24 MAINT/CONST BID ITEMS--BLANKET	91365	11/7/2023	275.00
	1000-55-55400-515340-00000000-	63436	FY24 MAINT/CONST BID ITEMS--BLANKET	91365	11/7/2023	214.25
	1000-55-55300-515340-00000000-	63589	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91365	11/7/2023	420.00
	1000-55-55300-515340-00000000-	63539	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91365	11/7/2023	44.95
	1000-55-55300-515340-00000000-	63434	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91365	11/7/2023	17.37
	1000-55-55300-515340-00000000-	63535	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91365	11/7/2023	298.55
	1000-55-55300-515340-00000000-	36586	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91365	11/7/2023	18.17
	1000-55-55300-515340-00000000-	63536	FY24 NON-BID ITEMS--BLANKET-MAINT/CONST	91365	11/7/2023	1,039.53
	1000-52-52400-515340-00000000-	63571	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	295.52
	1000-52-52700-515340-00000000-	63552	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	142.08
	1000-52-52300-515340-00000000-	63484	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	89.94
	1000-52-52300-515340-00000000-	63236	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	8.82
	1000-52-52300-515340-00000000-	63130	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	103.20
	1000-52-52600-515340-00000000-	63068	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	354.72
	1000-52-52600-515340-00000000-	63502	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	320.89
	1000-52-52600-515340-00000000-	63696	NON-BID ITEMS - LANDSCAPE	91365	11/7/2023	215.52
	<b>Total Paid by Vendor</b>					<b>5,254.01</b>
INSIGHT GLOBAL LLC	1000-17-17100-515370-00000000-	11003713975	POP 10/08/23-10/14/23 - TEMP HIRES FOR ITS	91198	10/31/2023	7,895.25
	1000-17-17100-515370-00000000-	11003713972	POP 10/08/23-10/14/23 - TEMP HIRES FOR ITS	91198	10/31/2023	2,939.20
	1000-71-71100-515370-00000000-	11003713971	POP 10/15/23-10/21/23 TEMP EMPLOYEE - MAGWOOD	91198	10/31/2023	742.50
	1000-17-17100-515370-00000000-	11003731582	POP 10/22/23-10/28/23 TEMP HIRES FOR ITS	91366	11/7/2023	6,891.00
	1000-17-17100-515370-00000000-	11003731486	POP 10/15/23-10/21/23 TEMP HIRES FOR ITS	91366	11/7/2023	8,258.30
	1000-17-17100-515370-00000000-	11003731485	POP 10/15/23-10/21/23 TEMP HIRES FOR ITS	91366	11/7/2023	3,674.00
	1000-17-17100-515370-00000000-	11003731583	POP 10/22/23-10/28/23 TEMP HIRES FOR ITS	91366	11/7/2023	1,714.00
	<b>Total Paid by Vendor</b>					<b>32,114.25</b>
JAKE MARSHALL SERVICE INC	1000-14-14300-513010-00000000-	HUNTSVILLE-471399	PO 10/10/23 REWIRE 24V POWER FOR HP1	90001995	10/31/2023	470.00
	<b>Total Paid by Vendor</b>					<b>470.00</b>
JAMES MONAGHAN	1000-50-00000-515340-00000000-	5334	REPAIR STORAGE BUILDING	90002000	10/31/2023	3,825.00
	1000-14-14300-513010-00000000-	5335	POP: 10/30/23-2024 BLANKET PO REPAIRS/RENOVATIONS	90002052	11/7/2023	4,705.00
	1000-52-52100-515370-00000000-	5330	REHAB/CONSTRUCTION LANDSCAPE 9TH AVE BLDG	90002052	11/7/2023	31,850.00
	<b>Total Paid by Vendor</b>					<b>40,380.00</b>
JAMES R HALL	1000-15-15100-513030-00000000-	62962	COM TX 101823/62962	91227	10/31/2023	50.00
	1000-15-15100-513030-00000000-	62962	COM TX 101823/62962	91227	10/31/2023	9.00
	1000-15-15100-513030-00000000-	63017	COM TX 101823/63017	91227	10/31/2023	75.00
	1000-15-15100-513030-00000000-	63017	COM TX 101823/63017	91227	10/31/2023	15.60
	1000-15-15100-513030-00000000-	63067	COM TX 101823/63067	91227	10/31/2023	50.00
	1000-15-15100-513030-00000000-	63095	COM TX 101823/63095	91227	10/31/2023	50.00
	1000-15-15100-513030-00000000-	63119	COM TX 101823/63119	91227	10/31/2023	85.00
	1000-15-15100-513030-00000000-	63125	COM TX 101823/63125	91227	10/31/2023	50.00
	1000-15-15100-513030-00000000-	63125	COM TX 101823/63125	91227	10/31/2023	21.30
	1000-15-15100-513030-00000000-	63756	COM TX 101823/63756	91227	10/31/2023	250.00

1000-15-15100-513030-00000000-	63756	COM TX 101823/63756	91227	10/31/2023	12.00
1000-15-15100-513030-00000000-	63923	COM TX 101823/63923	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63923	COM TX 101823/63923	91227	10/31/2023	10.80
1000-15-15100-513030-00000000-	63925	COM TX 101823/63925	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63925	COM TX 101823/63925	91227	10/31/2023	9.90
1000-15-15100-513030-00000000-	63099	COM TX 101923/63099	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63099	COM TX 101923/63099	91227	10/31/2023	3.00
1000-15-15100-513030-00000000-	63108	COM TX 101923/63108	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63108	COM TX 101923/63108	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63109	COM TX 101923/63109	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63109	COM TX 101923/63109	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63836	COM TX 101923/63836	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63859	COM TX 101923/63859	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63859	COM TX 101923/63859	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63872	COM TX 101923/63872	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63872	COM TX 101923/63872	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63899	COM TX 101923/63899	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63908	COM TX 101923/63908	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63908	COM TX 101923/63908	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63911	COM TX 101923/63911	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63911	COM TX 101923/63911	91227	10/31/2023	6.60
1000-15-15100-513030-00000000-	63919	COM TX 101923/63919	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63919	COM TX 101923/63919	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63922	COM TX 101923/63922	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63922	COM TX 101923/63922	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63934	COM TX 101923/63934	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	62984	COM TX 102323/62984	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	62984	COM TX 102323/62984	91227	10/31/2023	35.10
1000-15-15100-513030-00000000-	63131	COM TX 102323/63131	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63131	COM TX 102323/63131	91227	10/31/2023	12.00
1000-15-15100-513030-00000000-	63136	COM TX 102323/63136	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63136	COM TX 102323/63136	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63163	COM TX 102323/63163	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63163	COM TX 102323/63163	91227	10/31/2023	35.40
1000-15-15100-513030-00000000-	63167	COM TX 102323/63167	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63167	COM TX 102323/63167	91227	10/31/2023	35.40
1000-15-15100-513030-00000000-	63194	COM TX 102323/63194	91227	10/31/2023	350.00
1000-15-15100-513030-00000000-	63194	COM TX 102323/63194	91227	10/31/2023	18.00
1000-15-15100-513030-00000000-	63195	COM TX 102323/63195	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63195	COM TX 102323/63195	91227	10/31/2023	24.60
1000-15-15100-513030-00000000-	63196	COM TX 102323/63196	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63196	COM TX 102323/63196	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63936	COM TX 102323/63936	91227	10/31/2023	350.00
1000-15-15100-513030-00000000-	63936	COM TX 102323/63936	91227	10/31/2023	37.20
1000-15-15100-513030-00000000-	63938	COM TX 102323/63938	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63992	COM TX 102323/63992	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63992	COM TX 102323/63992	91227	10/31/2023	11.70
1000-15-15100-513030-00000000-	63995	COM TX 102323/63995	91227	10/31/2023	350.00
1000-15-15100-513030-00000000-	63995	COM TX 102323/63995	91227	10/31/2023	18.00
1000-15-15100-513030-00000000-	63997	COM TX 102323/63997	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	64003	COM TX 102323/64003	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63028	POP: 09/28/23 COM TX 101823/63028	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63028	POP: 09/28/23 COM TX 101823/63028	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63031	POP: 09/26/23 COM TX 101823/63031	91227	10/31/2023	75.00
1000-15-15100-513030-00000000-	63033	POP: 09/29/23 COM TX 101823/63033	91227	10/31/2023	85.00
1000-15-15100-513030-00000000-	63033	POP: 09/29/23 COM TX 101823/63033	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63738	POP: 09/27/23 COM TX 101823/63738	91227	10/31/2023	250.00
1000-15-15100-513030-00000000-	63738	POP: 09/27/23 COM TX 101823/63738	91227	10/31/2023	90.00
1000-15-15100-513030-00000000-	63740	POP: 09/28/23 COM TX 101823/63740	91227	10/31/2023	250.00
1000-15-15100-513030-00000000-	63740	POP: 09/28/23 COM TX 101823/63740	91227	10/31/2023	37.20
1000-15-15100-513030-00000000-	63790	POP: 09/25/23 COM TX 101823/63790	91227	10/31/2023	85.00
1000-15-15100-513030-00000000-	63790	POP: 09/25/23 COM TX 101823/63790	91227	10/31/2023	4.50

1000-15-15100-513030-00000000-	63841	POP: 09/26/23 COM TX 101823/63841	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63841	POP: 09/26/23 COM TX 101823/63841	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63845	POP: 09/27/23 COM TX 101823/63845	91227	10/31/2023	75.00
1000-15-15100-513030-00000000-	63845	POP: 09/27/23 COM TX 101823/63845	91227	10/31/2023	9.90
1000-15-15100-513030-00000000-	63847	POP: 09/27/23 COM TX 101823/63847	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63848	POP: 09/27/23 COM TX 101823/63848	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63854	POP: 09/28/23 COM TX 101823/63854	91227	10/31/2023	85.00
1000-15-15100-513030-00000000-	63856	POP: 09/24/23 COM TX 101823/63856	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63856	POP: 09/24/23 COM TX 101823/63856	91227	10/31/2023	4.50
1000-15-15100-513030-00000000-	63860	POP: 09/30/23 COM TX 101823/63860	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63860	POP: 09/30/23 COM TX 101823/63860	91227	10/31/2023	8.10
1000-15-15100-513030-00000000-	63022-09/26/23	POP: 09/26/23 COM TX 101823/63022	91227	10/31/2023	94.72
1000-15-15100-513030-00000000-	63024-09/27/23	POP: 09/27/23 COM TX 101823/63024	91227	10/31/2023	93.80
1000-15-15100-513030-00000000-	63063-09/24/23	POP: 09/24/23 COM TX 101823/63063	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63116-10/04/23	COM TX 101823/63116	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63801-09/27/23	POP: 09/27/23 COM TX 101823/63801	91227	10/31/2023	109.40
1000-15-15100-513030-00000000-	63831-09/25/23	POP: 63831 COM TX 101823/63831	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63832-09/25/23	POP: 09/25/23 COM TX 101823/63832	91227	10/31/2023	54.50
1000-15-15100-513030-00000000-	63835-09/29/23	POP: 09/29/23 COM TX 101823/63835	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	63837-09/26/23	POP: 09/26/23 COM TX 101823/63837	91227	10/31/2023	85.10
1000-15-15100-513030-00000000-	63846-09/27/23	POP: 09/27/23 COM TX 101823/63846	91227	10/31/2023	50.00
1000-52-52200-515340-00000000-	63204-10/13/23	FORKLIFT TOWING - SPECIAL EVENTS	91227	10/31/2023	75.00
1000-52-52200-515340-00000000-	63124	FORKLIFT TOWING - SPECIAL EVENTS	91227	10/31/2023	75.00
1000-15-15100-513030-00000000-	62941-10/06/23	COM TX 101923/62941	91227	10/31/2023	89.30
1000-15-15100-513030-00000000-	62976-10/08/23	COM TX 101923/62976	91227	10/31/2023	53.60
1000-15-15100-513030-00000000-	63097-10/03/23	COM TX 101923/63097	91227	10/31/2023	54.50
1000-15-15100-513030-00000000-	63927-10/05/23	COM TX 101923/63927	91227	10/31/2023	69.20
1000-15-15100-513030-00000000-	63197-10/11/23	COM TX 102323/63197	91227	10/31/2023	54.50
1000-15-15100-513030-00000000-	63200-10/12/23	COM TX 102323/63200	91227	10/31/2023	58.40
1000-15-15100-513030-00000000-	63201-10/12/23	COM TX 102323/10/12/23	91227	10/31/2023	73.70
1000-15-15100-513030-00000000-	63202-10/13/23	COM TX 102323/63202	91227	10/31/2023	75.00
1000-15-15100-513030-00000000-	63998-10/12/23	COM TX 102323/6399*8	91227	10/31/2023	50.00
1000-15-15100-513030-00000000-	64000-10/12/23	COM TX 102323/64000	91227	10/31/2023	54.50
1000-41-41100-515520-00000000-	60616	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	60749	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	60828-04/09/23	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	62791	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	63117	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	63292	POP: 10/25/23-10/31/23 TOWING/IMPOUND FEES	91412	11/7/2023	230.00
1000-41-41100-515520-00000000-	63581	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	63894-10/03/23	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	63901-10/03/23	TOWING/IMPOUND FEES	91412	11/7/2023	80.00
1000-41-41100-515520-00000000-	64058	TOWING/IMPOUND FEES	91412	11/7/2023	50.00
1000-41-41100-515520-00000000-	63735-100321	TOWING FEES-FROM OLD CONTRACT	91412	11/7/2023	35.00
1000-41-41100-515520-00000000-	63736-05/03/19	TOWING FEES-FROM OLD CONTRACT	91412	11/7/2023	35.00
1000-41-41100-515520-00000000-	63737-10/05/21	TOWING FEES-FROM OLD CONTRACT	91412	11/7/2023	35.00
1000-41-41100-515520-00000000-	23545	TOWING FEES	91412	11/7/2023	395.00
Total Paid by Vendor					7,319.02
1000-15-15100-513030-00000000-	02036	COM TX 102323/02036	91199	10/31/2023	330.00
1000-15-15100-513030-00000000-	02036	COM TX 102323/02036	91199	10/31/2023	35.00
Total Paid by Vendor					365.00
1000-74-74100-515370-00000000-	249394000-0923	POP THRU 09/30/23 PROF SERVICES	90001996	10/31/2023	57,553.44
Total Paid by Vendor					57,553.44
1000-17-17100-515070-00000000-	0196528881023	POP 10/20/23-11/19/23 FOR WOW SERVICES COH	91456	11/7/2023	75.98
1000-17-17100-515070-00000000-	0194097891023	POP 10/12/23-11/11/23 FOR WOW SERVICES COH	91456	11/7/2023	64.00
1000-17-17100-515070-00000000-	0194584021023	POP 10/20/23-11/19/23 FOR WOW SERVICES COH	91456	11/7/2023	1,029.37
Total Paid by Vendor					1,169.35
1000-00-00000-610081-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	90002046	11/7/2023	31,250.00
Total Paid by Vendor					31,250.00
1000-18-00000-515372-00000000-	180632	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	115.00
1000-18-00000-515372-00000000-	180617	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	525.00
1000-18-00000-515372-00000000-	180616	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	440.00

	1000-18-00000-515372-00000000-	180620	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	335.00
	1000-18-00000-515372-00000000-	180624	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	1,200.00
	1000-18-00000-515372-00000000-	180621	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	29,285.00
	1000-18-00000-515372-00000000-	180626	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	325.00
	1000-18-00000-515372-00000000-	180625	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	1,620.00
	1000-18-00000-515372-00000000-	180628	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	1,265.00
	1000-18-00000-515372-00000000-	180627	POP THRU 10/31/23 - OUTSIDE LEGAL SERVICES	90002048	11/7/2023	23,455.00
	<b>Total Paid by Vendor</b>					<b>58,565.00</b>
LAUNCH 2035	1000-00-00000-610106-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91370	11/7/2023	50,000.00
	<b>Total Paid by Vendor</b>					<b>50,000.00</b>
LEE COMPANY	1000-14-14300-513010-00000000-	LEE-757116	POP 10/02/23 PLUMBING REPAIR SVCS	91201	10/31/2023	1,707.43
	<b>Total Paid by Vendor</b>					<b>1,707.43</b>
LISA WARNER	1000-50-00000-515163-00000000-	105217	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	110.00
	1000-50-00000-515163-00000000-	105241	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	60.00
	1000-50-00000-515163-00000000-	105277	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	60.00
	1000-50-00000-515163-00000000-	105278	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	60.00
	1000-50-00000-515163-00000000-	105279	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	55.00
	1000-50-00000-515163-00000000-	105317	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	95.00
	1000-50-00000-515163-00000000-	105351	LISP & MEDICAL FOR SICK/INJURED PETS - BLANKET	91192	10/31/2023	110.00
	<b>Total Paid by Vendor</b>					<b>550.00</b>
MADISON COUNTY 310 BOARD	1000-00-00000-610075-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91372	11/7/2023	40,000.00
	<b>Total Paid by Vendor</b>					<b>40,000.00</b>
MADISON COUNTY AUTO PARTS INC	1000-15-15100-515340-00000000-	252038	TIRE REPAIR SUPPLIES FOR MIKE ROSE	91203	10/31/2023	332.22
	1000-55-55400-514010-00000000-	679983	FY24 VARIOUS FLUIDS, AUTOMOTTIVE BLANKENT MAINT	91203	10/31/2023	856.99
	1000-55-55400-514010-00000000-	679984	FY24 VARIOUS FLUIDS, AUTOMOTTIVE BLANKENT MAINT	91203	10/31/2023	856.99
	1000-55-55400-514010-00000000-	252098	FY24 VARIOUS FLUIDS, AUTOMOTTIVE BLANKENT MAINT	91203	10/31/2023	81.79
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	1.45
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	2.34
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	14.77
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	3.60
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	7.53
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	13.44
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	30.84
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	25.14
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	11.63
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	198.37
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	6.57
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	27.86
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	27.66
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	26.94
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	91.74
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	142.29
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	2.62
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	714.16
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	7.22
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	183.97
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	168.36
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	14.66
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	4.30
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	8.56
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	3.60
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	31.88
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	6.57
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	4.30
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	21.83
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	21.83
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	28.01
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	80.12
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	306.53
	1000-15-15100-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	1.85
	1000-15-15100-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	4.48
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1000-15-15100-513030-00000000-	252116	NAPA TRX DATE 102623		91203	10/31/2023	172.86
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1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	18.98
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1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	198.38
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1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	6.52
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1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	251.08
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	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	29.90
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	29.90
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	11.64
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	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	31.06
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	9.68
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	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	4.58
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	40.79
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	429.07
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	402.85
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	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	102.14
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	20.79
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	285.74
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	40.44
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	102.14
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	244.59
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	65.16
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	6.21
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	79.78
	1000-15-15100-513030-00000000-	252397	NAPA TRX DATE 110323	91373	11/7/2023	65.16
	1000-51-00000-515340-00000000-	681346	BLANKET FOR CEMETERY DEPARTMENT	91373	11/7/2023	379.86
	<b>Total Paid by Vendor</b>					<b>101,719.60</b>
MADISON COUNTY COMMISSION	1000-00-00000-610067-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91374	11/7/2023	218,250.00
	<b>Total Paid by Vendor</b>					<b>218,250.00</b>
MADISON COUNTY HEALTH DEPT	1000-00-00000-610039-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91371	11/7/2023	333,750.00
	<b>Total Paid by Vendor</b>					<b>333,750.00</b>
MADISON COUNTY LICENSE DEPT	1000-15-15100-515340-00000000-	012080	REPLACEMENT TITLE 012080 HPD	91202	10/31/2023	18.00
	1000-15-15100-515340-00000000-	022630	REPLACEMENT TITLE 022630 PUBLIC TRANSIT	91202	10/31/2023	18.00
	<b>Total Paid by Vendor</b>					<b>36.00</b>
MAGNET FORENSICS USA INC.	1000-17-17100-515250-00000000-	SIN062916	12/01/23-11/30/24 MAGNET AXIOM ANNUAL RENEWAL PD	91204	10/31/2023	4,000.00
	<b>Total Paid by Vendor</b>					<b>4,000.00</b>
MARK B HASTINGS	1000-43-00000-515370-00000000-	4067 1ST SESSION	INST FOR AA25 CLASS ON 09/27/23	91187	10/31/2023	120.00
	1000-43-00000-515370-00000000-	103023	POP 10/30/23 INST FOR 4 HOUR CLASS, 1ST SESSION	91345	11/7/2023	100.00
	<b>Total Paid by Vendor</b>					<b>220.00</b>
MAULDIN AND JENKINS LLC	1000-13-13100-515370-00000000-	1296797	POP: 05/01/23-09/30/23 CYBERSECURITY FRAMEWORK	91206	10/31/2023	3,950.00
	<b>Total Paid by Vendor</b>					<b>3,950.00</b>
MICHELE T HATCHER CHAPTER 13 TRUSTEE	1000-00-00000-210180-00000000-	330582	Payroll Run 1 - Warrant 231029	91281	11/2/2023	7,687.00
	<b>Total Paid by Vendor</b>					<b>7,687.00</b>
MICHIGAN STATE DISBURSEMENT UNIT	1000-00-00000-210180-00000000-	330597	Payroll Run 1 - Warrant 231029	91282	11/2/2023	1,128.27
	<b>Total Paid by Vendor</b>					<b>1,128.27</b>
MID-SOUTH WATER LLC	1000-14-14300-513010-00000000-	10347	POP: 09/01/23-09/30/23 CHILLER WATER TREATMENT	91208	10/31/2023	789.00
	<b>Total Paid by Vendor</b>					<b>789.00</b>
MOBILE COMMUNICATIONS AMERICA INC	1000-42-42100-515340-00000000-	762006360-1	INSTALL MDT MOUNT 12038	90001999	10/31/2023	230.00
	1000-15-15100-513030-00000000-	762006354-1	COM TX 103023/762006354-1	90002051	11/7/2023	185.00

	1000-15-15100-513030-00000000-	762006354-1	COM TX 103023/762006354-1	90002051	11/7/2023	150.00
	1000-15-15100-513030-00000000-	762006354-1	COM TX 103023/762006354-1	90002051	11/7/2023	345.00
	<b>Total Paid by Vendor</b>					<b>910.00</b>
MSC INDUSTRIAL SUPPLY CO INC	1000-42-42100-515050-00000000-	88274027	CADET GOGGLES AND SAFETY GLASSES	91209	10/31/2023	52.80
	<b>Total Paid by Vendor</b>					<b>52.80</b>
MULLINS LLC	1000-30-30200-515340-00000000-	080395-10/23/23	POPCORN/SNOKONE KITS-FALL FEST 10-25-23 OPTIMIST	91210	10/31/2023	210.26
	<b>Total Paid by Vendor</b>					<b>210.26</b>
NASA MARSHALL SPACE FLIGHT CENTER RETIREES	1000-00-00000-610050-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	90002053	11/7/2023	50,000.00
	<b>Total Paid by Vendor</b>					<b>50,000.00</b>
NATIONWIDE RETIREMENT SOLUTIONS	1000-00-00000-210220-00000000-	330589	Payroll Run 1 - Warrant 231029	91264	11/1/2023	93,224.67
	<b>Total Paid by Vendor</b>					<b>93,224.67</b>
NEW FUTURES INC	1000-00-00000-610044-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91378	11/7/2023	30,000.00
	<b>Total Paid by Vendor</b>					<b>30,000.00</b>
NEXAIR LLC	1000-15-15100-515340-00000000-	0011455645	POP: 10/01/23-10/31/23 CYLINDER RENTAL/MAINTENANCE	91379	11/7/2023	636.97
	<b>Total Paid by Vendor</b>					<b>636.97</b>
NORTH ALABAMA HOMEBUILDING ACADEMY	1000-00-00000-610058-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91381	11/7/2023	25,000.00
	<b>Total Paid by Vendor</b>					<b>25,000.00</b>
NORTH AMERICA FIRE EQUIPMENT CO INC	1000-42-42100-515340-00000000-	P-1218808	1.75 FIRE HOSE	91211	10/31/2023	9,350.00
	1000-42-42100-515050-00000000-	1237003	CADET CLASS WEBBING AND ROPE	91377	11/7/2023	4,490.00
	<b>Total Paid by Vendor</b>					<b>13,840.00</b>
NORTH HUNTSVILLE BUSINESS ASSOCIATION	1000-00-00000-610056-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91382	11/7/2023	50,000.00
	<b>Total Paid by Vendor</b>					<b>50,000.00</b>
NYS CHILD SUPPORT PROCESSING (SDU)	1000-00-00000-210180-00000000-	330580	Payroll Run 1 - Warrant 231029	91283	11/2/2023	11.53
	<b>Total Paid by Vendor</b>					<b>11.53</b>
OCR WATER & FIRE PROTECTION AUTHORITY	1000-14-14100-515700-00000000-	010-01147-01-103123	POP:09/18/23-10/18/23WATER SERVICE FIRE STATION 19	91385	11/7/2023	18.08
	1000-14-14100-515700-00000000-	010-01146-01-103123	POP:09/18/23-10/18/23WATER SERVICE FIRE STATION 19	91385	11/7/2023	216.56
	1000-14-14100-515700-00000000-	010-01145-01-103123	POP:09/18/23-10/18/23WATER SERVICE FIRE STATION 19	91385	11/7/2023	2,159.07
	<b>Total Paid by Vendor</b>					<b>2,393.71</b>
OFFICE OF PROSECUTION SERVICES	1000-00-00000-231500-00000000-	PRETRIAL SEP 2023	POP 09/06/23-09/28/23 PRETRIAL DIVERSION DATABASE	91395	11/7/2023	168.00
	<b>Total Paid by Vendor</b>					<b>168.00</b>
OUTDOORLINK INC	1000-14-14300-513010-00000000-	52050	2024 BLANKET REPLACE SMARTLINK UNIT	91213	10/31/2023	75.00
	<b>Total Paid by Vendor</b>					<b>75.00</b>
PARKER TECHNOLOGY LLC	1000-53-53200-513010-PK1020XX-	28202	POP: NOVEMBER CALL BUNDLE OF GARAGES "B,D,M,O")S.S	91387	11/7/2023	289.74
	1000-53-53200-513010-PK1030XX-	28202	POP: NOVEMBER CALL BUNDLE OF GARAGES "B,D,M,O")S.S	91387	11/7/2023	244.74
	1000-53-53200-513010-PK1040XX-	28202	POP: NOVEMBER CALL BUNDLE OF GARAGES "B,D,M,O")S.S	91387	11/7/2023	259.75
	1000-53-53200-513010-PK1051XX-	28202	POP: NOVEMBER CALL BUNDLE OF GARAGES "B,D,M,O")S.S	91387	11/7/2023	274.74
	<b>Total Paid by Vendor</b>					<b>1,068.97</b>
PARKS & RECREATION YOUTH ATHLETIC LEAGUES	1000-30-30600-515520-00000000-	HSV AMER LEAG 101223	POP 09/05/23-10/31/23 -AMERICAN LEAGUE SUBSIDIES	91319	11/7/2023	3,475.00
	1000-30-30600-515520-00000000-	HSV AMER LEAG 100923	POP 08/07/23-10/31/23-AMERICAN LEAGUE SUBSIDIES	91319	11/7/2023	875.00
	1000-30-30600-515520-00000000-	HSV CONT LEAG 1023	POP 09/05/23-10/31/23-CONTINENTAL LEAGUE SUBSIDIES	91323	11/7/2023	950.00
	1000-30-30600-515520-00000000-	HSV EAST LEAG 1023	POP 09/05/23-10/31/23-EASTERN LEAGUE SUBSIDIES	91325	11/7/2023	9,650.00
	1000-30-30600-515520-00000000-	HSV EAST LEAG 100923	POP 08/07/23-10/31/23-EASTERN LEAGUE SUBSIDIES	91325	11/7/2023	10,350.00
	1000-30-30600-515370-00000000-	HSV INTER LEAG 1023	POP 09/05/23-10/31/23-INTERNAT LEAGUE SUBSIDIED	91320	11/7/2023	2,575.00
	1000-30-30600-515520-00000000-	HSV LAKEWD LEAG 1023	POP 09/05/23-10/31/23 -LAKEWOOD LEAGUE SUBSIDIES	91322	11/7/2023	2,000.00
	1000-30-30600-515520-00000000-	HSV LAKEWD LEAG-1023	POP 08/07/23-10/31/23-LAKEWOOD LEAGUE SUBSIDIES	91322	11/7/2023	425.00
	1000-30-30600-515520-00000000-	HSV LIB LEAG 1023	09/05/23-10/31/23-LIBERTY LEAGUE SUBSIDIES	91326	11/7/2023	900.00
	1000-30-30600-515520-00000000-	HSV LIB LEAG -1023	POP 08/07/23-10/31/23-LIBERTY LEAGUE SUBSIDIES	91326	11/7/2023	2,850.00
	1000-30-30600-515520-00000000-	HSV METRO LEAG 1023	POP 08/07/23-10/31/23-METRO LEAGUE	91324	11/7/2023	2,525.00
	1000-30-30600-515520-00000000-	HSV METRO LEAG -1023	POP 09/05/23-10/31/23 -METRO LEAGUE	91324	11/7/2023	725.00
	1000-30-30600-515520-00000000-	HSV NORTH LEAG 1023	POP 09/05/23-10/31/23-NORTHERN LEAGUE SUBSIDIES	91321	11/7/2023	1,825.00
	1000-30-30600-515520-00000000-	HSV NORTH LEAG-1023	POP 08/07/23-10/31/23-NORTHERN LEAGUE SUBSIDIES	91321	11/7/2023	350.00
	<b>Total Paid by Vendor</b>					<b>39,475.00</b>
PARTNERSHIP FOR DRUG FREE COMMUNITY INC	1000-00-00000-610095-00000000-	FY24 Q1-Q2	FY24 APPROPRIATION ORD NO. 23-762	91388	11/7/2023	45,500.00
	<b>Total Paid by Vendor</b>					<b>45,500.00</b>
PASSPORT LABS INC	1000-53-53100-515044-00000000-	INV-1040199	POP: 07/01/23-07/31/23 MOBILE PAY PARKING TRANS	91214	10/31/2023	1,245.50
	<b>Total Paid by Vendor</b>					<b>1,245.50</b>
PATRICIA ANN FULMER	1000-52-52900-515520-00000000-	OCTOBER 21 #8	POP 10/21/23 YOGA AT HAYS	91261	10/31/2023	50.00
	<b>Total Paid by Vendor</b>					<b>50.00</b>
PI VARIABLES, INC	1000-42-42100-515340-00000000-	8328	SUPPRESSION PUCK LIGHTS	91215	10/31/2023	17,216.00
	<b>Total Paid by Vendor</b>					<b>17,216.00</b>
PIONEER MANUFACTURING COMPANY INC	1000-52-52300-513010-00000000-	INV907529	SYNTHETIC FIELD PAINT - SPORTS	91216	10/31/2023	1,409.79
	1000-52-52300-513010-00000000-	INV907809	SYNTHETIC FIELD PAINT FOR PARKS - SPORTS (BJ)	91216	10/31/2023	1,815.30

	<b>Total Paid by Vendor</b>					<b>3,225.09</b>
PJH CLEANING, INC.	1000-14-14310-515370-00000000-	100123-223	POP 09/13/23-10/31/23 JANITORIAL SERVICES	90002057	11/7/2023	166,765.00
	1000-14-14310-515370-00000000-	110123-223-A	POP 09/03/23-10/28/23 JANITORIAL SERVICES	90002057	11/7/2023	16,850.40
	<b>Total Paid by Vendor</b>					<b>183,615.40</b>
PORTER ROOFING CONTRACTORS INC	1000-14-14300-513010-00000000-	18490	2024 BLANKET ROOF REPAIRS	91389	11/7/2023	405.24
	<b>Total Paid by Vendor</b>					<b>405.24</b>
PRECISION DELTA GROUP	1000-41-41305-515340-00000000-	28893	12 GAUGE SHOTGUN AMMO	91391	11/7/2023	3,917.28
	1000-41-41305-515340-00000000-	28894	12 GAUGE SHOTGUN SLUGS	91391	11/7/2023	1,437.66
	1000-41-41305-515340-00000000-	28859	9MM PRACTICE AMMO	91391	11/7/2023	23,824.00
	<b>Total Paid by Vendor</b>					<b>29,178.94</b>
PRO ELECTRIC INC	1000-14-14300-513010-00000000-	W81492	POP: 10/11/23 BALLFIELD LIGHTING REPAIRS	90002002	10/31/2023	412.50
	1000-14-14300-513010-00000000-	W91138	POP: 10/11/23 STREET LIGHT REPAIRS	90002002	10/31/2023	331.25
	1000-14-14300-513010-00000000-	W43411	POP: 10/03/23 ELECTRICAL SERVICES	90002059	11/7/2023	2,394.57
	1000-14-14300-513010-00000000-	W43421	POP: 10/25/23 ELECTRICAL SERVICES	90002059	11/7/2023	255.00
	1000-14-14300-513010-00000000-	W71625	POP: 09/21/23-10/09/23 BALLFIELD LIGHTING REPAIRS	90002059	11/7/2023	4,778.10
	1000-14-14300-513010-00000000-	W71634	POP: 09/29/23-10/10/23 BALLFIELD LIGHTING REPAIRS	90002059	11/7/2023	3,351.76
	1000-14-14300-513010-00000000-	W71638	POP: 10/02/23 BALLFIELD LIGHTING REPAIRS	90002059	11/7/2023	915.00
	1000-14-14300-513010-00000000-	W71639	POP: 10/03/23-10/04/23 BALLFIELD LIGHTING REPAIRS	90002059	11/7/2023	8,051.64
	<b>Total Paid by Vendor</b>					<b>20,489.82</b>
PRO-AIR SERVICES INC	1000-14-14300-513010-00000000-	101214	2024 BLANKET PO HVAC SERVICES	91217	10/31/2023	1,604.10
	1000-14-14300-515370-00000000-	101220	POP: 08/09/23-10/12/23MARK RUSSELL WEST GYM	91217	10/31/2023	28,745.04
	1000-14-14300-513010-00000000-	101230	POP: 10/11/23 HVAC SERVICES	91392	11/7/2023	826.27
	<b>Total Paid by Vendor</b>					<b>31,175.41</b>
PROFESSIONAL SALES GROUP OF NORTH ALABAMA	1000-52-52500-513010-00000000-	20239	SUCTION CUPS - CAN CATCHERS - WEST MAINT (FOWLER)	91393	11/7/2023	144.00
	<b>Total Paid by Vendor</b>					<b>144.00</b>
PROPTST PROPERTIES LLC	1000-53-53200-515700-PK1030XX-	UTIL-SEPTEMBER-2023	POP: 09/01/23-09/30/23 ILITY REIMBURSEMENT BILLING	91218	10/31/2023	1,563.84
	1000-53-53200-515700-PK1030XX-	UTIL-OCTOBER-2023	POP: 11/01/23-11/30/23TILTY REIMBURSEMENT BILLING	91394	11/7/2023	1,563.84
	<b>Total Paid by Vendor</b>					<b>3,127.68</b>
QUALITY CREATIVE LANDSCAPING OF HUNTSVILLE LLC	1000-52-52100-515370-00000000-	159	POP: 11/01/23-11/30/23 LM - LANDSCAPE SERVICES	91396	11/7/2023	595.00
	1000-52-52100-515370-00000000-	1165	POP: 10/01/23-10/31/23 LANDSCAPE SERVICES	91396	11/7/2023	595.00
	<b>Total Paid by Vendor</b>					<b>1,190.00</b>
RAPID7 LLC	1000-17-17100-520310-00000000-	NX178250	11/04/23-11/03/24 INSIGHTONE SUBSCRIPTION	91219	10/31/2023	108,287.51
	<b>Total Paid by Vendor</b>					<b>108,287.51</b>
RED RIVER SPECIALTIES INC	1000-52-52300-513010-00000000-	828830	TRIAD CHEMICAL FOR PARKS - SPORTS (ERNESTO)	91221	10/31/2023	2,005.50
	1000-52-52700-513010-00000000-	829580	SIMAZINE - LIQUID HERBICIDE (SOUTH)	91398	11/7/2023	1,512.40
	1000-52-52700-513010-00000000-	829741	SEMERA HERBICIDE - ROADSIDES - SOUTH (RIDDLE)	91398	11/7/2023	2,916.00
	1000-52-52600-513010-00000000-	829866	ROUNDUP CHEMICAL FOR DITCHES - NORTH (SCRUBBY)	91398	11/7/2023	2,800.00
	<b>Total Paid by Vendor</b>					<b>9,233.90</b>
REFUND PAYMENTS	1000-00-00000-130205-00000000-	61081 REFUND	REFUND 61081 FOR LIQUOR TAX OVERPMT	91222	10/31/2023	1,059.19
	1000-12-00000-410100-00000000-	REFUND# 61634	REFUND #61634 FOR BUSINESS LICENSE OVERPAYMENT	91223	10/31/2023	88.00
	1000-00-00000-110008-00000000-	REF 11187682		91407	11/7/2023	1,000.00
	1000-00-00000-110008-00000000-	RER 11214224		91409	11/7/2023	1,400.00
	1000-00-00000-110008-00000000-	REF 11221277		91408	11/7/2023	1,000.00
	1000-00-00000-110008-00000000-	REF 10853564		91403	11/7/2023	500.00
	1000-00-00000-110008-00000000-	REF 11110719		91401	11/7/2023	200.00
	1000-00-00000-110008-00000000-	REF 11219903		91405	11/7/2023	636.00
	1000-00-00000-110008-00000000-	REF 11190687		91404	11/7/2023	611.00
	1000-00-00000-110008-00000000-	REF 11042186		91400	11/7/2023	199.00
	1000-30-30200-422100-00000000-	109850 & 109849	WEDDING EVENT WAS CANCELLED 12/23/23	91399	11/7/2023	90.00
	1000-30-30255-422139-00000000-	109850 & 109849	WEDDING EVENT WAS CANCELLED 12/23/23	91399	11/7/2023	75.00
	1000-00-00000-110008-00000000-	REF 11216938		91406	11/7/2023	925.00
	1000-53-00000-420200-PK1040XX-	33129	REFUND OF 2 MONTHLY PARKING SPACES	91402	11/7/2023	224.00
	<b>Total Paid by Vendor</b>					<b>8,007.19</b>
REGIONS BANK	1000-00-00000-200006-00000000-	10/23 PMT-9/23 TRX	PCARD OCTOBER PAYMENT FOR SEPTEMBER TRX	91152	10/31/2023	118,810.90
	1000-00-00000-200006-00000000-	10/23 PMT-9/23 TRX	PCARD OCTOBER PAYMENT FOR SEPTEMBER TRX	91152	10/31/2023	303.76
	<b>Total Paid by Vendor</b>					<b>119,114.66</b>
REIMBURSEMENT PAYMENTS	1000-00-00000-110108-00000000-	GARAGE T 10/19/23	MONEY FOR NEW CHANGE DISPENSERS AT GARAGE T	91224	10/31/2023	7,200.00
	<b>Total Paid by Vendor</b>					<b>7,200.00</b>
REPUBLIC SERVICES INC	1000-55-55400-515730-00000000-	0979-001057038	POP: 09/25/23 FY23 30YD ROLL OFF	91226	10/31/2023	564.64
	1000-14-14310-515370-00000000-	0979-001059154	POP: 10/01/23-10/31/23 REFUSE SERVICES	91226	10/31/2023	5,134.75
	1000-52-52200-515730-00000000-	0979-001059180	POP: 10/01/23-10/31/23 REFUSE CONTAINER SERVICES	91410	11/7/2023	265.00
	1000-52-52300-515730-00000000-	0979-001059180	POP: 10/01/23-10/31/23 REFUSE CONTAINER SERVICES	91410	11/7/2023	530.00

	1000-52-52500-515730-00000000-	0979-001059180	POP: 10/01/23-10/31/23 REFUSE CONTAINER SERVICES	91410	11/7/2023	88.33
	1000-52-52600-515730-00000000-	0979-001059180	POP: 10/01/23-10/31/23 REFUSE CONTAINER SERVICES	91410	11/7/2023	264.99
	1000-14-14310-515370-00000000-	0979-001061882	POP: 10/03/23-10/30/23 REFUSE SERVICES	91410	11/7/2023	1,225.00
	<b>Total Paid by Vendor</b>					<b>8,072.71</b>
RETIREMENT SYSTEMS OF ALABAMA	1000-00-00000-210160-00000000-	330584	Payroll Run 1 - Warrant 231029	91266	11/2/2023	1,309,841.44
	<b>Total Paid by Vendor</b>					<b>1,309,841.44</b>
RICHARD K LAO	1000-41-41100-515670-00000000-	40-10/20/23	POP: 10/20/23 UNIFORM ALTERATIONS	91205	10/31/2023	28.00
	<b>Total Paid by Vendor</b>					<b>28.00</b>
ROCKET CITY FEDERAL CREDIT UNION	1000-14-14300-515460-00000000-	112023	POP: 11/01/23-11/30/23 FIRE SUPPLY LEASE	91228	10/31/2023	8,000.00
	<b>Total Paid by Vendor</b>					<b>8,000.00</b>
ROCKET CITY RENTAL LLC	1000-55-55300-513050-00000000-	58917-1	SMALL EQUIPMENT RENTAL FOR S. MAINT	91413	11/7/2023	127.80
	1000-55-55300-513050-00000000-	58918-1	SMALL EQUIPMENT RENTAL FOR S. MAINT	91413	11/7/2023	127.90
	1000-42-42100-515610-00000000-	60282-1	HILTI SCENE LIGHTS	91413	11/7/2023	2,135.00
	<b>Total Paid by Vendor</b>					<b>2,390.70</b>
ROGERS GROUP INC	1000-00-00000-220400-00000000-	386422-94-2RET	2327-HANDRAIL REPAIR-RUSSEL & RISEN-FINAL RET	91230	10/31/2023	253.78
	1000-00-00000-220400-00000000-	386422-99-2RET	2327-KIWANIS BRIDGE RAILING REPAIR-FINAL RET	91230	10/31/2023	236.47
	<b>Total Paid by Vendor</b>					<b>490.25</b>
S & S FIRESTONE INC	1000-15-15100-513030-00000000-	4230005979	COM TX 101923/4230005979	90001978	10/31/2023	132.85
	1000-15-15100-513030-00000000-	4230005979	COM TX 101923/4230005979	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230005979	COM TX 101923/4230005979	90001978	10/31/2023	10.00
	1000-15-15100-513030-00000000-	4230005993	COM TX 101923/4230005993	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230005993	COM TX 101923/4230005993	90001978	10/31/2023	28.00
	1000-15-15100-513030-00000000-	4230005993	COM TX 101923/4230005993	90001978	10/31/2023	365.00
	1000-15-15100-513030-00000000-	4230006056	COM TX 101923/4230006056	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006056	COM TX 101923/4230006056	90001978	10/31/2023	25.00
	1000-15-15100-513030-00000000-	4230006063	COM TX 101923/4230006063	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006063	COM TX 101923/4230006063	90001978	10/31/2023	56.00
	1000-15-15100-513030-00000000-	4230006160	COM TX 101923/4230006160	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006160	COM TX 101923/4230006160	90001978	10/31/2023	28.00
	1000-15-15100-513030-00000000-	4230006160	COM TX 101923/4230006160	90001978	10/31/2023	355.00
	1000-15-15100-513030-00000000-	4230006160	COM TX 101923/4230006160	90001978	10/31/2023	8.00
	1000-15-15100-513030-00000000-	4230005667	COM TX 102323/4230005667	90001978	10/31/2023	10.00
	1000-15-15100-513030-00000000-	4230005667	COM TX 102323/4230005667	90001978	10/31/2023	10.00
	1000-15-15100-513030-00000000-	4230005667	COM TX 102323/4230005667	90001978	10/31/2023	140.26
	1000-15-15100-513030-00000000-	4230005667	COM TX 102323/4230005667	90001978	10/31/2023	3.00
	1000-15-15100-513030-00000000-	4230005939	COM TX 102323/4230005939	90001978	10/31/2023	65.00
	1000-15-15100-513030-00000000-	4230005939	COM TX 102323/4230005939	90001978	10/31/2023	10.00
	1000-15-15100-513030-00000000-	4230005939	COM TX 102323/4230005939	90001978	10/31/2023	3.00
	1000-15-15100-513030-00000000-	4230005994	COM TX 102323/4230005994	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230005994	COM TX 102323/4230005994	90001978	10/31/2023	69.00
	1000-15-15100-513030-00000000-	4230005994	COM TX 102323/4230005994	90001978	10/31/2023	25.00
	1000-15-15100-513030-00000000-	4230005994	COM TX 102323/4230005994	90001978	10/31/2023	3.00
	1000-15-15100-513030-00000000-	4230005995	COM TX 102323/4230005995	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230005995	COM TX 102323/4230005995	90001978	10/31/2023	65.00
	1000-15-15100-513030-00000000-	4230005995	COM TX 102323/4230005995	90001978	10/31/2023	89.00
	1000-15-15100-513030-00000000-	4230005996	COM TX 102323/4230005996	90001978	10/31/2023	1,160.00
	1000-15-15100-513030-00000000-	4230005996	COM TX 102323/4230005996	90001978	10/31/2023	112.00
	1000-15-15100-513030-00000000-	4230005996	COM TX 102323/4230005996	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230005996	COM TX 102323/4230005996	90001978	10/31/2023	24.00
	1000-15-15100-513030-00000000-	4230005998	COM TX 102323/4230005998	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230005998	COM TX 102323/4230005998	90001978	10/31/2023	38.00
	1000-15-15100-513030-00000000-	4230006006	COM TX 102323/4230006006	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006006	COM TX 102323/4230006006	90001978	10/31/2023	45.00
	1000-15-15100-513030-00000000-	4230006088	COM TX 102323/4230006088	90001978	10/31/2023	352.60
	1000-15-15100-513030-00000000-	4230006108	COM TX 102323/4230006108	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006108	COM TX 102323/4230006108	90001978	10/31/2023	38.00
	1000-15-15100-513030-00000000-	4230006108	COM TX 102323/4230006108	90001978	10/31/2023	7.00
	1000-15-15100-513030-00000000-	4230006113	COM TX 102323/4230006113	90001978	10/31/2023	65.00
	1000-15-15100-513030-00000000-	4230006113	COM TX 102323/4230006113	90001978	10/31/2023	25.00
	1000-15-15100-513030-00000000-	4230006113	COM TX 102323/4230006113	90001978	10/31/2023	24.00
	1000-15-15100-513030-00000000-	4230006115	COM TX 102323/4230006115	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006115	COM TX 102323/4230006115	90001978	10/31/2023	33.00



	1000-15-15100-513030-00000000-	4230006117	COM TX 102323/4230006117	90001978	10/31/2023	250.00
	1000-15-15100-513030-00000000-	4230006117	COM TX 102323/4230006117	90001978	10/31/2023	1,695.00
	1000-15-15100-513030-00000000-	4230006117	COM TX 102323/4230006117	90001978	10/31/2023	12.00
	1000-15-15100-513030-00000000-	4230006124	COM TX 102323/4230006124	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006124	COM TX 102323/4230006124	90001978	10/31/2023	45.00
	1000-15-15100-513030-00000000-	4230006124	COM TX 102323/4230006124	90001978	10/31/2023	59.00
	1000-15-15100-513030-00000000-	4230006154	COM TX 102323/4230006154	90001978	10/31/2023	75.00
	1000-15-15100-513030-00000000-	4230006154	COM TX 102323/4230006154	90001978	10/31/2023	28.00
	1000-15-15100-513030-00000000-	4230006154	COM TX 102323/4230006154	90001978	10/31/2023	297.59
	1000-15-15100-513030-00000000-	4230005324	COM TX 103023/4230005324	90002027	11/7/2023	28.00
	1000-15-15100-513030-00000000-	4230005368	COM TX 103023/4230005368	90002027	11/7/2023	33.00
	1000-15-15100-513030-00000000-	4230006368	COM TX 103023/4230006368	90002027	11/7/2023	75.00
	1000-15-15100-513030-00000000-	4230006368	COM TX 103023/4230006368	90002027	11/7/2023	710.00
	1000-15-15100-513030-00000000-	4230006368	COM TX 103023/4230006368	90002027	11/7/2023	56.00
	1000-15-15100-513030-00000000-	4230006428	COM TX 103023/4230006428	90002027	11/7/2023	33.00
	<b>Total Paid by Vendor</b>					<b>7,795.30</b>
SCOTT LIGHTING SUPPLY CO	1000-14-14300-513010-00000000-	127840	2024 BLANKET PO ELECTRICAL ITEMS	90002003	10/31/2023	2,864.40
	1000-14-14300-513010-00000000-	127843	2024 BLANKET PO ELECTRICAL ITEMS	90002003	10/31/2023	4.96
	1000-14-14300-513010-00000000-	127844	2024 BLANKET PO ELECTRICAL ITEMS	90002003	10/31/2023	10.42
	1000-14-14300-513010-00000000-	127872	2024 BLANKET PO ELECTRICAL ITEMS	90002003	10/31/2023	43.96
	1000-14-14300-513010-00000000-	127847	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	14.30
	1000-14-14300-513010-00000000-	127944	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	10.73
	1000-14-14300-513010-00000000-	127954	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	12.10
	1000-14-14300-513010-00000000-	127974	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	20.48
	1000-14-14300-513010-00000000-	127989	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	177.00
	1000-14-14300-513010-00000000-	127991	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	60.30
	1000-14-14300-513010-00000000-	128014	2024 BLANKET PO ELECTRICAL ITEMS	90002061	11/7/2023	83.13
	<b>Total Paid by Vendor</b>					<b>3,301.78</b>
SECOND MILE DEVELOPMENT INC	1000-00-00000-610117-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91417	11/7/2023	34,195.00
	<b>Total Paid by Vendor</b>					<b>34,195.00</b>
SERVICEWEAR APPAREL	1000-15-15100-515670-00000000-	0000440	POP: 08/09/23 UNIFORMS-FLEET SERVICES (3RD PARTY)	90002004	10/31/2023	1,386.72
	1000-55-55100-515670-00000000-	0052982210	FY23 UNIFORMS-PWS ADMIN/CONST/MAINT	90002004	10/31/2023	70.70
	1000-15-15100-515670-00000000-	0053138548	UNIFORMS-FLEET SERVICES (BLANKET)	90002004	10/31/2023	24.87
	1000-53-53400-515670-00000000-	0053191719	UNIFORMS- PARKING (BLANKET)	90002062	11/7/2023	146.37
	1000-30-30100-515340-00000000-	0053138626	UNIFORMS-PARKS & RECREATION (BLANKET)	90002062	11/7/2023	2.50
	1000-30-30100-515670-00000000-	0053138626	UNIFORMS-PARKS & RECREATION (BLANKET)	90002062	11/7/2023	55.53
	1000-14-14200-515670-00000000-	0000251	UNIFORMS - GENERAL SERVICES (3RD PARTY)	90002062	11/7/2023	51.36
	1000-14-14300-515670-00000000-	0000251	UNIFORMS - GENERAL SERVICES (3RD PARTY)	90002062	11/7/2023	102.72
	1000-14-14320-515670-00000000-	0000251	UNIFORMS - GENERAL SERVICES (3RD PARTY)	90002062	11/7/2023	102.72
	<b>Total Paid by Vendor</b>					<b>1,943.49</b>
SHATTUCK PAINTING	1000-14-14300-513010-00000000-	6999	POP: 10/17/23 PAINTING SERVICES	91418	11/7/2023	769.00
	<b>Total Paid by Vendor</b>					<b>769.00</b>
SIMPLE HELIX LLC	1000-17-17100-515460-00000000-	104891	POP: 11/01/23-11/30/23 SOURCE DATA CENTER SERVICES	91419	11/7/2023	5,886.00
	<b>Total Paid by Vendor</b>					<b>5,886.00</b>
SIRCHIE ACQUISITION COMPANY LLC	1000-41-41100-515340-00000000-	0615995-IN	TEST KIT STOCK	91233	10/31/2023	460.80
	<b>Total Paid by Vendor</b>					<b>460.80</b>
SITEONE LANDSCAPE SUPPLY HOLDING LLC	1000-52-52300-513013-00000000-	132353379-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	91234	10/31/2023	6.45
	1000-52-52300-513013-00000000-	132765944-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	91234	10/31/2023	108.23
	1000-52-52300-513013-00000000-	132766661-001	LM IRRIGATION - NONBID ITEMS (BLANKET)	91234	10/31/2023	1,746.87
	1000-52-52300-515340-00000000-	107061067-001	DAMAGED LAWN GUN	91234	10/31/2023	-10.78
	1000-52-52300-513013-00000000-	116512509-001	MULTIPLE TREE BILLING ERROR'S	91234	10/31/2023	-772.50
	1000-52-52300-513013-00000000-	116561086-001	PVC PIPE BILLING ERROR	91234	10/31/2023	-3.92
	1000-52-52300-513013-00000000-	121772911-001	INSECTICIDE FLY BILLING ERROR	91234	10/31/2023	-106.88
	1000-51-00000-515340-00000000-	126513602-001	DOGWOOD BILLING ERROR	91234	10/31/2023	-125.34
	1000-51-00000-515340-00000000-	126529990-001	NURSERY BILLING ERROR	91234	10/31/2023	-5.30
	1000-52-52300-513013-00000000-	134161455-001	DIRECT BURY SPLICE KIT	91234	10/31/2023	-142.60
	1000-52-52200-513010-00000000-	135145688-001	ACER PLANTS FOR SPECIAL EVENTS (STACY)	91234	10/31/2023	151.00
	1000-52-52200-513010-00000000-	135145688-002	ACER PLANTS FOR SPECIAL EVENTS (STACY)	91234	10/31/2023	235.00
	1000-52-52200-513010-00000000-	135639187-001	ACER PLANTS FOR SPECIAL EVENTS (STACY)	91234	10/31/2023	1,000.00
	1000-52-52300-513010-00000000-	136112594-001	GREEN GRASS COLORANT FOR JOHN HUNT PARK (RICKY)	91421	11/7/2023	89.65
	1000-52-52200-513010-00000000-	135877794-001	TREES FOR MAYOR'S TREE PLANTING	91421	11/7/2023	3,650.00
	<b>Total Paid by Vendor</b>					<b>5,819.88</b>

SMALL CLAIMS COURT OF MADISON COUNTY	1000-00-00000-210180-00000000-	330591	Payroll Run 1 - Warrant 231029	91276	11/2/2023	658.56
	Total Paid by Vendor					658.56
SNAP-ON INDUSTRIAL DIVISION	1000-15-15100-515610-00000000-	ARV/59324744	14.4 VOLT BATTERY FOR RYAN HENDRICKSON	91423	11/7/2023	77.73
	Total Paid by Vendor					77.73
SOLID WASTE DISPOSAL AUTHORITY	1000-50-00000-515340-00000000-	T1006412	POP: 10/03/23-10/30/23 SOLID WASTE DISPOSAL	90002064	11/7/2023	96.52
	1000-70-70200-515370-00000000-	T1006394	POP10/1-10/31 DUMP FEES (BLANKET PO)	90002065	11/7/2023	14.04
	1000-75-75300-515340-00000000-	T1006410	POP: 10/02/23-10/20/23 DUMPING FEES	90002064	11/7/2023	58.60
	Total Paid by Vendor					169.16
SOUTH HUNTSVILLE BUSINESS ASSOCIATION	1000-00-00000-610052-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91424	11/7/2023	50,000.00
	Total Paid by Vendor					50,000.00
SOUTHEASTERN TRUCK BODY & EQUIPMENT INC	1000-15-15100-513030-00000000-	29944	COM TX 101823/29944	90002007	10/31/2023	456.00
	1000-15-15100-513030-00000000-	29944	COM TX 101823/29944	90002007	10/31/2023	38.00
	1000-15-15100-513030-00000000-	29944	COM TX 101823/29944	90002007	10/31/2023	30.00
	1000-15-15100-513030-00000000-	29944	COM TX 101823/29944	90002007	10/31/2023	225.00
	1000-15-15100-513030-00000000-	29959	COM TX 101823/29959	90002007	10/31/2023	1,536.00
	1000-15-15100-513030-00000000-	29959	COM TX 101823/29959	90002007	10/31/2023	22.25
	1000-15-15100-513030-00000000-	29959	COM TX 101823/29959	90002007	10/31/2023	49.32
	1000-15-15100-513030-00000000-	29959	COM TX 101823/29959	90002007	10/31/2023	442.80
	1000-15-15100-513030-00000000-	29973	COM TX 101923/29973	90002007	10/31/2023	670.59
	1000-15-15100-513030-00000000-	29973	COM TX 101923/29973	90002007	10/31/2023	517.50
	1000-15-15100-513030-00000000-	29986	COM TX 102023/29986	90002007	10/31/2023	270.00
	1000-15-15100-513030-00000000-	29986	COM TX 102023/29986	90002007	10/31/2023	22.00
	1000-15-15100-513030-00000000-	29986	COM TX 102023/29986	90002007	10/31/2023	123.00
	1000-15-15100-513030-00000000-	29990	COM TX 102023/29990	90002007	10/31/2023	35.00
	1000-15-15100-513030-00000000-	29990	COM TX 102023/29990	90002007	10/31/2023	90.00
	1000-55-55400-515340-00000000-	30002	BOXES FOR J. KIRKLAND'S TRUCK	90002007	10/31/2023	3,107.00
	1000-55-55400-515340-00000000-	29984	BOXES FOR TRUCK 022592	90002007	10/31/2023	5,716.14
	Total Paid by Vendor					13,350.60
SOUTHERN COMMUNICATIONS INC	1000-17-17100-515070-00000000-	856002	POP: 10/01/23-10/31/23 O&M LTE SLINC (RES. 17-610)	91426	11/7/2023	16,000.00
	1000-17-17100-515070-00000000-	REG20230000219524	POP: 09/01/23-09/30/23 O&M LTE SLINC (RES. 17-610)	91426	11/7/2023	5,830.95
	1000-17-17100-515070-00000000-	REG20230000228427A	POP: 11/01/23-11/30/23 O&M LTE SLINC (RES. 17-610)	91426	11/7/2023	2,471.79
	Total Paid by Vendor					24,302.74
SOUTHERN TIRE MART LLC	1000-15-15100-513030-00000000-	2240013700	COM TX 102323/2240013700	91236	10/31/2023	53.37
	1000-15-15100-513030-00000000-	2240013700	COM TX 102323/2240013700	91236	10/31/2023	255.00
	1000-15-15100-513030-00000000-	2240013700	COM TX 102323/2240013700	91236	10/31/2023	25.00
	Total Paid by Vendor					333.37
SOUTHLAND INTERNATIONAL TRUCKS INC	1000-15-15100-513030-00000000-	08HW813618	COM TX 101823/08HW813618	91237	10/31/2023	856.02
	1000-15-15100-513030-00000000-	08HW813618	COM TX 101823/08HW813618	91237	10/31/2023	1,387.50
	1000-15-15100-513030-00000000-	08HW813618	COM TX 101823/08HW813618	91237	10/31/2023	243.75
	Total Paid by Vendor					2,487.27
SQUARE PROPERTIES 200 LLC	1000-14-14300-515460-00000000-	112023	POP: 11/01/23/23-11/30/23 GIS 200 WEST SIDE SQUARE	91239	10/31/2023	10,432.59
	Total Paid by Vendor					10,432.59
STAPLES INC	1000-50-00000-515340-00000000-	3550065524	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90002008	10/31/2023	92.60
	1000-30-30200-515340-00000000-	3550559880	2411 9TH AVE. SW. MELISSA O., 256-564-8026	90002008	10/31/2023	126.62
	1000-14-14300-515340-00000000-	3551229882	615 WASHINGTON ST. 35801 256-427-5660 D STOREY	90002008	10/31/2023	-104.93
	1000-74-74200-515340-00000000-	3551229883	ERINFERNOW/200WESTSIDESQSTE700/2564275192	90002008	10/31/2023	364.44
	1000-74-74200-515340-00000000-	3551229884	CREDIT FOR INVOICE #3551229884	90002008	10/31/2023	-9.89
	1000-53-53100-515340-00000000-	3551229885	KATHY DEANER 500B CHURCH ST 2ND FL 256-427-6806	90002008	10/31/2023	72.84
	1000-13-13100-515340-00000000-	3551229887	SUPPLIES/SHOUSTON,/308FOUNTAINCIR/4THFL/4275284	90002008	10/31/2023	79.37
	1000-50-00000-515340-00000000-	3551229889	GINGER LOWE, 4950 TRIANA BLVD, 256-883-3630	90002008	10/31/2023	34.92
	1000-74-74200-515340-00000000-	3551229890	ERINFERNOW/200WESTSIDESQSTE700HSV35801/2564275192	90002008	10/31/2023	402.46
	1000-15-15100-515340-00000000-	3551229893	MARK DAVIS 256-883-3696 2739 JOHNSON RD.	90002008	10/31/2023	74.62
	1000-74-74200-515340-00000000-	3551229898	ERINFERNOW/200WESTSIDESQSTE700HSV35801/2564275192	90002008	10/31/2023	41.29
	1000-30-30200-515340-00000000-	3550559881	2411 9TH AVE. SW, TIA C., 256-564-8026	90002066	11/7/2023	134.34
	1000-30-30200-515340-00000000-	3550559882	2411 9TH AVE. SW, TIA C., 256-564-8026	90002066	11/7/2023	31.98
	1000-30-30600-515520-00000000-	3551229891	2411 9TH AVE. SW, DEVIN BEASLEY 256-564-8026	90002066	11/7/2023	23.26
	1000-55-55100-515340-00000000-	3551229892	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90002066	11/7/2023	17.18
	1000-55-55400-515340-00000000-	3551229892	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90002066	11/7/2023	253.48
	1000-52-52100-515340-00000000-	3551229897	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90002066	11/7/2023	111.49
	1000-30-30200-515340-00000000-	3551229899	2411 9TH AVE. SW, BRENT A. 256-564-8026	90002066	11/7/2023	83.99
	1000-30-30400-515340-00000000-	3551229899	2411 9TH AVE. SW, BRENT A. 256-564-8026	90002066	11/7/2023	17.61
	1000-42-42100-515340-00000000-	3551229900	R TACKETT 2219 HALL AVE HSV 35805	90002066	11/7/2023	520.64

	1000-55-55100-515340-00000000-	3550559871	Y.COLLIER/4209 E. SCHRIMSHER LN/256-650-4344	90002066	11/7/2023	45.08
	1000-13-13100-515340-00000000-	3551977643	SUPPLIES/SHOUSTON,/308FOUNTAINCIR/4THFL/4275284	90002066	11/7/2023	29.09
	1000-52-52100-515340-00000000-	3551977644	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90002066	11/7/2023	35.89
	1000-52-52100-515340-00000000-	3551977646	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90002066	11/7/2023	20.49
	1000-52-52100-515340-00000000-	3551977647	E NORTON 3242 LEEMAN FERRY RD 256-427-5405	90002066	11/7/2023	35.89
	1000-70-70200-515340-00000000-	3551977650	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	90002066	11/7/2023	52.86
	<b>Total Paid by Vendor</b>					<b>2,587.61</b>
STATE OF MICHIGAN FAMILY INDEPENDENCE	1000-00-00000-210180-00000000-	330601	Payroll Run 1 - Warrant 231029	91284	11/2/2023	39.46
	<b>Total Paid by Vendor</b>					<b>39.46</b>
STATE SYSTEMS INC	1000-53-53200-513010-PK1030XX-	147949790	POP: 06/16/23-06/20/23 GARAGE B BROKEN AIR LINE	90002009	10/31/2023	1,380.62
	1000-53-53200-513010-PK1020XX-	147953949	POP: 11/01/23-11/30/23 FIRE ALARMS,SPRINKLERS	90002009	10/31/2023	86.50
	1000-53-53200-513010-PK1030XX-	147953949	POP: 11/01/23-11/30/23 FIRE ALARMS,SPRINKLERS	90002009	10/31/2023	936.50
	1000-53-53200-513010-PK1040XX-	147953949	POP: 11/01/23-11/30/23 FIRE ALARMS,SPRINKLERS	90002009	10/31/2023	106.50
	1000-53-53200-513010-PK1051XX-	147953949	POP: 11/01/23-11/30/23 FIRE ALARMS,SPRINKLERS	90002009	10/31/2023	318.00
	1000-41-41100-515340-00000000-	147953951	POP: 11/01/23-11/30/23 ALARM MONITORING	90002067	11/7/2023	214.50
	<b>Total Paid by Vendor</b>					<b>3,042.62</b>
STERICYCLE INC	1000-50-00000-515340-00000000-	8005005064	POP: 11/01/23-01/31/24 HAZARDOUS DISPOSAL SYRINGE	91427	11/7/2023	97.23
	<b>Total Paid by Vendor</b>					<b>97.23</b>
STRICKLAND COMPANIES	1000-15-15100-515340-00000000-	HU965870-00	COPY PAPER FOR OFFICE	91240	10/31/2023	266.82
	1000-41-41100-515340-00000000-	HU966150-00	815 WHEELER AVE NW-ZAC GOSHERT 256-427-7034	91240	10/31/2023	1,334.10
	1000-12-12500-515340-00000000-	HU966272-00	PAPER FOR STOCK	91428	11/7/2023	663.72
	1000-12-12500-515340-00000000-	HU966292-00	PAPER FOR STOCK	91428	11/7/2023	366.85
	1000-41-41100-515340-00000000-	HU967287-00	PAPER FOR STOCK	91428	11/7/2023	667.05
	<b>Total Paid by Vendor</b>					<b>3,298.54</b>
SUMMER FUN LLC	1000-30-30400-515520-00000000-	13572	INFLATABLES FOR HALLOWEEN SPECIAL EVENT 10-28-23	91429	11/7/2023	1,137.14
	<b>Total Paid by Vendor</b>					<b>1,137.14</b>
T & V CLEANING SERVICES, LLC	1000-14-14310-515370-00000000-	009	POP: 10/01/23-10/31/23 JANITORIAL SERVICES	90002068	11/7/2023	102,153.89
	<b>Total Paid by Vendor</b>					<b>102,153.89</b>
TECHNICAL AND SCIENTIFIC APPLICATIONS INC	1000-17-17400-520200-00000000-	23-18601	QUOTE PRINTER FOR RS-CHALLENGER GYM	91251	10/31/2023	505.08
	<b>Total Paid by Vendor</b>					<b>505.08</b>
TEMPLE INC	1000-75-75300-515340-00000000-	INV0235260	PROGRAM CARDS AND RIBBON CABLE	91241	10/31/2023	660.00
	<b>Total Paid by Vendor</b>					<b>660.00</b>
TENNESSEE CHILD SUPPORT ENFORCEMENT SYSTEM	1000-00-00000-210180-00000000-	330587	Payroll Run 1 - Warrant 231029	91285	11/2/2023	688.60
	<b>Total Paid by Vendor</b>					<b>688.60</b>
TEXAS WIRE AND CABLE LLC	1000-75-75300-515340-00000000-	186901	LOOP WIRE	90002069	11/7/2023	735.00
	1000-75-75300-515340-00000000-	186900	WIRE FOR STOCK	90002069	11/7/2023	2,228.55
	1000-75-75300-515340-00000000-	186902	WIER FOR LOOP MAINTENANCE	90002069	11/7/2023	3,714.25
	<b>Total Paid by Vendor</b>					<b>6,677.80</b>
THE ARTS COUNCIL INC	1000-00-00000-610059-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	90002024	11/7/2023	137,500.00
	<b>Total Paid by Vendor</b>					<b>137,500.00</b>
THE BANK OF NEW YORK MELLON	1000-19-00000-515040-00000000-	252-2584293	TRUSTEE FEE 10/1/23-9/30/24	91165	10/31/2023	2,500.00
	<b>Total Paid by Vendor</b>					<b>2,500.00</b>
THE HEALTHCARE AUTHORITY OF THE CITY OF HUNTSVILLE	1000-00-00000-610093-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91356	11/7/2023	150,000.00
	<b>Total Paid by Vendor</b>					<b>150,000.00</b>
THE LIOCE GROUP INC	1000-74-74100-515340-00000000-	IN455267	FMARTIN 308 FOUNTAIN CIR, 2ND FL 256-427-5411	91242	10/31/2023	26.50
	1000-74-74100-515340-00000000-	IN455274	FMARTIN 308 FOUNTAIN CIR, 2ND FL 256-427-5411	91242	10/31/2023	499.84
	1000-13-13100-515340-00000000-	IN455562	BLANKET PO FOR TONER/CARTRIDGES FOR THE FINANCE	91242	10/31/2023	54.25
	1000-12-12100-515340-00000000-	IN453635	QUOTE BLACK TONERPRINTER FOR JACKIE OCHOAROGERSO	91242	10/31/2023	116.64
	1000-30-30100-515340-00000000-	IN455572	INK FOR PARKS & REC ADMIN FAX MACHINE	91242	10/31/2023	214.26
	1000-17-17100-515250-00000000-	IN453196	POP 09/11/23-10/10/23 COPIER SVCS LIOCE GROUP COH	91242	10/31/2023	96.98
	1000-50-00000-515340-00000000-	IN454182	BARBARA MARTINEZ, 4950 TRIANA BLVD, 256-883-4079	91242	10/31/2023	97.00
	1000-30-30600-515340-00000000-	IN454623	INK FOR PRINTERS AT SHOWERS POOL	91431	11/7/2023	350.80
	1000-17-17100-515250-00000000-	IN457114	POP 09/11/23-10/10/23 COPIER SVCS LIOCE GROUP COH	91431	11/7/2023	129.01
	1000-15-15100-515340-00000000-	IN455701	PRINTER TONER FOR DAVID STALLIONS PRINTER	91431	11/7/2023	450.45
	1000-17-17100-515250-00000000-	IN456118	POP: 09/05/23-10/4/23--FY23 BLANKET PO COPIER SVCS	91431	11/7/2023	1,637.25
	1000-70-70200-515340-00000000-	IN456118	POP: 09/05/23-10/4/23--FY23 BLANKET PO COPIER SVCS	91431	11/7/2023	8.32
	<b>Total Paid by Vendor</b>					<b>3,681.30</b>
THE ROBERTS GROUP INC	1000-16-16300-515340-00000000-	1560751	POP: OCTOBER CRYSTAL MNTN SPRING WATER FOR OCT.	91432	11/7/2023	53.70
	<b>Total Paid by Vendor</b>					<b>53.70</b>
THE WW WILLIAMS COMPANY LLC	1000-15-15100-513030-00000000-	072W18360	COM TX 103023/072W18360	91457	11/7/2023	205.00
	<b>Total Paid by Vendor</b>					<b>205.00</b>
THOMPSON TRACTOR COMPANY INC	1000-15-15100-513030-00000000-	TTC1-0946829	COM TX 101823/TTC1-0946829	91243	10/31/2023	978.75

	1000-15-15100-513030-00000000-	TTC1-0946829	COM TX 101823/TTC1-0946829	91243	10/31/2023	338.84
	1000-15-15100-513030-00000000-	TTC1-0946829	COM TX 101823/TTC1-0946829	91243	10/31/2023	227.66
	1000-15-15100-513030-00000000-	TTC1-0946835	COM TX 101823/TTC1-0946835	91243	10/31/2023	643.55
	1000-15-15100-513030-00000000-	TTC1-0946835	COM TX 101823/TTC1-0946835	91243	10/31/2023	1,011.75
	1000-15-15100-513030-00000000-	TTC1-0946835	COM TX 101823/TTC1-0946835	91243	10/31/2023	221.89
	<b>Total Paid by Vendor</b>					<b>3,422.44</b>
TIMOTHY A WILLIS	1000-43-00000-515370-00000000-	10/24/23 2ND SESSION	INST FOR 8HR CLASS ON 10/24/23	91245	10/31/2023	100.00
	1000-43-00000-515370-00000000-	10/26/23 1ST SESSION	INST FOR AA25 CLASS ON 10/26/23	91433	11/7/2023	120.00
	1000-43-00000-515370-00000000-	10/31/23 3RD SESSION	INST FOR ADD CLASS ON 10/31/23	91433	11/7/2023	105.00
	<b>Total Paid by Vendor</b>					<b>325.00</b>
TIMOTHY BEVERLY	1000-15-15100-513030-00000000-	44029	COM TX 101923/44029	91167	10/31/2023	100.00
	1000-15-15100-513030-00000000-	44030	COM TX 102323/44030	91167	10/31/2023	100.00
	1000-15-15100-513030-00000000-	44044	COM TX 103023/44044	91306	11/7/2023	150.00
	<b>Total Paid by Vendor</b>					<b>350.00</b>
TOM JEFFREYS SIGN AND BANNER	1000-15-15100-513030-00000000-	44203	COM TX 101923/44203	91247	10/31/2023	135.00
	1000-52-52900-515520-00000000-	44227	SIGNAGE FOR HAYS & GREEN TEAM EVENTS (BLANKET)	91247	10/31/2023	100.00
	<b>Total Paid by Vendor</b>					<b>235.00</b>
TRACTOR & EQUIPMENT CO	1000-15-15100-513030-00000000-	W39197	COM TX 101823/W39197	91249	10/31/2023	21.80
	1000-15-15100-513030-00000000-	W39197	COM TX 101823/W39197	91249	10/31/2023	2,000.00
	1000-15-15100-513030-00000000-	W39204	COM TX 101823/W39204	91249	10/31/2023	1,020.19
	1000-15-15100-513030-00000000-	W39204	COM TX 101823/W39204	91249	10/31/2023	796.74
	<b>Total Paid by Vendor</b>					<b>3,838.73</b>
TRAV-AD SIGNS INC	1000-14-14300-513010-00000000-	100016	2024 BLANKET PO SIGNAGE	91435	11/7/2023	75.00
	<b>Total Paid by Vendor</b>					<b>75.00</b>
TRI COUNTY SHOES INCORPORATED	1000-30-30100-515670-00000000-	758-1-110148	POP: 09/13/23 PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	150.00
	1000-30-30100-515670-00000000-	758-1-110035	POP: 09/11/23 PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	65.00
	1000-30-30100-515670-00000000-	758-1-110037	POP: 09/11/23 PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	65.00
	1000-30-30100-515670-00000000-	758-1-110038	POP: 09/11/23 PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	147.99
	1000-30-30100-515670-00000000-	758-1-110186	POP: 09/14/23 PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	137.65
	1000-30-30100-515670-00000000-	758-1-110513	POP: 09/22/23PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	119.99
	1000-30-30100-515670-00000000-	758-1-110524	POP: 09/22/23PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	130.00
	1000-30-30100-515670-00000000-	758-1-110567	POP: 09/23/23 PARKS AND REC. FOOTWEAR FY23	90002060	11/7/2023	137.88
	<b>Total Paid by Vendor</b>					<b>953.51</b>
TRIGREEN EQUIPMENT	1000-15-15100-513030-00000000-	5536647	COM TX 102323/5536647	90002012	10/31/2023	2,589.07
	1000-15-15100-513030-00000000-	5536647	COM TX 102323/5536647	90002012	10/31/2023	7,130.08
	1000-15-15100-513030-00000000-	5536647	COM TX 102323/5536647	90002012	10/31/2023	551.65
	<b>Total Paid by Vendor</b>					<b>10,270.80</b>
UKG KRONOS SYSTEMS LLC	1000-17-17200-520300-00000000-	12128904	POP 09/06/23-09/05/24 UPGRADE FN/K. THIGPEN & ITS	91200	10/31/2023	197,184.00
	1000-17-17200-520300-00000000-	1198141	POP 09/06/23-01/26/24 CREDIT MEMO-INVOICE 12128904	91200	10/31/2023	-41,644.49
	1000-17-17200-520300-00000000-	1198143	POP 09/27/23-10/26/23CREDIT MEMO- INVOICE 12128904	91200	10/31/2023	-4,210.92
	1000-17-17200-520300-00000000-	1198165	POP 09/06/23-04/11/24 CREDIT MEMO-INVOICE 12128904	91200	10/31/2023	-370.98
	1000-17-17200-520300-00000000-	1198166	POP 09/06/23-07/02/24 CREDIT MEMO-INVOICE 12128904	91200	10/31/2023	-143.48
	1000-17-17200-520300-00000000-	1198142	POP 09/06/23-09/26/23 CREDIT MEMO-INVOICE 12128904	91200	10/31/2023	-2,852.55
	1000-17-17200-520300-00000000-	1199325	POP 06/27/23-07/26/23 CREDIT MEMO-INVOICE 12128904	91200	10/31/2023	-421.09
	<b>Total Paid by Vendor</b>					<b>147,540.49</b>
ULINE INC	1000-52-52100-515520-00000000-	169855529	PLASTIC PAILS/BUCKETS - PARADE FLOAT	91439	11/7/2023	61.38
	<b>Total Paid by Vendor</b>					<b>61.38</b>
UNITED WAY OF MADISON COUNTY	1000-00-00000-210190-00000000-	330585	Payroll Run 1 - Warrant 231029	91286	11/2/2023	67.24
	1000-00-00000-610133-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91440	11/7/2023	50,000.00
	<b>Total Paid by Vendor</b>					<b>50,067.24</b>
URBAN DESIGN ASSOCIATES LTD	1000-74-74100-515370-00000000-	92327	POP: 08/26/23-09/29/23 PROJECT #: 2459.1	90002013	10/31/2023	6,276.80
	<b>Total Paid by Vendor</b>					<b>6,276.80</b>
US DEPARTMENT OF THE TREASURY	1000-00-00000-210180-00000000-	330599	Payroll Run 1 - Warrant 231029	91275	11/2/2023	284.22
	<b>Total Paid by Vendor</b>					<b>284.22</b>
US DEPARTMENT OF THE TREASURY	1000-00-00000-210120-00000000-	330581	Payroll Run 1 - Warrant 231029	91267	11/2/2023	923,269.78
	1000-00-00000-210140-00000000-	330581	Payroll Run 1 - Warrant 231029	91267	11/2/2023	540,295.34
	<b>Total Paid by Vendor</b>					<b>1,463,565.12</b>
UTILICOM SUPPLY ASSOCIATES LLC	1000-75-75300-515340-00000000-	305726	SIGNAL HARDWARE STOCK	90002014	10/31/2023	1,075.00
	1000-75-75300-515340-00000000-	305916	PED HOUSINGS FOR STOCK-JACE	90002071	11/7/2023	2,150.00
	1000-75-75300-515340-00000000-	305974	POP: 09/30/23 ITEMS FOR STOCK-JACE	90002071	11/7/2023	5,265.00
	1000-75-75300-515340-00000000-	306001	POP: 09/30/23 ITEMS FOR STOCK-JACE	90002071	11/7/2023	2,115.00
	1000-75-75300-515340-00000000-	304104	JUNCTION BOXES FOR STOCK	90002071	11/7/2023	36.00

	<b>Total Paid by Vendor</b>					<b>10,641.00</b>
VAN VALKENBURGH PROPERTIES LLC	1000-70-70200-515460-00000000-	NOVEMBER2023 RENT	POP11/1-11/30 RENT FOR 620 PEARL AVE (BLANKET PO)	91441	11/7/2023	3,500.00
	<b>Total Paid by Vendor</b>					<b>3,500.00</b>
VILLAGE OF PROMISE INC	1000-00-00000-610104-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91445	11/7/2023	50,000.00
	<b>Total Paid by Vendor</b>					<b>50,000.00</b>
VISION SERVICE PLAN	1000-00-00000-210150-00000000-	819066856	OCTOBER 2023 ACCT #30015389/3429037	90002015	10/31/2023	23,004.18
	<b>Total Paid by Vendor</b>					<b>23,004.18</b>
VITAL RECORDS HOLDINGS LLC	1000-12-12100-515376-00000000-	3832997HSV1	POP: 09/01/23-10/31/23 FY 2024 VITAL RECORDS	91446	11/7/2023	1,256.42
	1000-12-12100-515376-00000000-	3773216HSV1	POP: 08/01/23-09/30/23 FY 2024 VITAL RECORDS	91446	11/7/2023	850.52
	<b>Total Paid by Vendor</b>					<b>2,106.94</b>
WAGEWORKS	1000-00-00000-210250-00000000-	330579	Payroll Run 1 - Warrant 231029	91263	11/1/2023	4,081.55
	1000-00-00000-210260-00000000-	330579	Payroll Run 1 - Warrant 231029	91263	11/1/2023	22,953.04
	<b>Total Paid by Vendor</b>					<b>27,034.59</b>
WASHINGTON STATE SUPPORT REGISTRY	1000-00-00000-210180-00000000-	330602	Payroll Run 1 - Warrant 231029	91287	11/2/2023	230.76
	<b>Total Paid by Vendor</b>					<b>230.76</b>
WELLSTONE BEHAVIORAL HEALTH	1000-00-00000-610073-CAPITALP-	FY24 CAPITAL	FY24 APPROPRIATION ORD NO. 23-762	90002073	11/7/2023	200,000.00
	1000-00-00000-610073-JAIL0001-	FY24 Q1 JAIL DIV	FY24 APPROPRIATION ORD NO. 23-762	90002073	11/7/2023	12,500.00
	1000-00-00000-610073-STAFFING-	FY24 Q1 STAFFING	FY24 APPROPRIATION ORD NO. 23-762	90002073	11/7/2023	30,000.00
	1000-00-00000-610073-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	90002073	11/7/2023	225,000.00
	<b>Total Paid by Vendor</b>					<b>467,500.00</b>
WINSUPPLY HUNTSVILLE AL CO.	1000-14-14300-513010-00000000-	057203 01	2024 BLANKET - PLUMBING SUPPLIES	91258	10/31/2023	134.52
	1000-14-14300-513010-00000000-	057413 01	2024 BLANKET - PLUMBING SUPPLIES	91258	10/31/2023	284.46
	1000-14-14300-513010-00000000-	056532 01	2024 BLANKET - PLUMBING SUPPLIES	91454	11/7/2023	407.20
	1000-14-14300-513010-00000000-	057707 01	2024 BLANKET - PLUMBING SUPPLIES	91454	11/7/2023	565.60
	1000-14-14300-513010-00000000-	057753 01	2024 BLANKET - PLUMBING SUPPLIES	91454	11/7/2023	7.59
	<b>Total Paid by Vendor</b>					<b>1,399.37</b>
WITTICHEN SUPPLY COMPANY INC	1000-14-14300-513010-00000000-	S103970458.001	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	663.48
	1000-14-14300-513010-00000000-	S103978284.001	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	28.42
	1000-14-14300-513010-00000000-	S103975909.001	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	294.62
	1000-14-14300-513010-00000000-	S103980289.001	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	65.84
	1000-14-14300-513010-00000000-	S103945757.002	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	216.42
	1000-14-14300-513010-00000000-	S103984463.001	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	124.95
	1000-14-14300-513010-00000000-	S103985054.001	2024 BLANKET PO - HVAC SUPPLIES	90002018	10/31/2023	69.60
	1000-14-14300-513010-00000000-	S103985289.001	2024 BLANKET PO - HVAC SUPPLIES	90002074	11/7/2023	327.73
	1000-14-14300-513010-00000000-	S103989602.001	2024 BLANKET PO - HVAC SUPPLIES	90002074	11/7/2023	77.45
	1000-14-14300-513010-00000000-	S103990986.001	2024 BLANKET PO - HVAC SUPPLIES	90002074	11/7/2023	76.71
	1000-14-14300-513010-00000000-	S103992839.001	2024 BLANKET PO - HVAC SUPPLIES	90002074	11/7/2023	73.55
	1000-14-14300-513010-00000000-	S103993114.001	2024 BLANKET PO - HVAC SUPPLIES	90002074	11/7/2023	159.86
	<b>Total Paid by Vendor</b>					<b>2,178.63</b>
WIZ KIDZ LLC	1000-14-14300-515460-00000000-	112023	POP: 11/01/23-11/30/23 SHONEY DRIVE LEASE	91259	10/31/2023	5,000.00
	<b>Total Paid by Vendor</b>					<b>5,000.00</b>
WOODY ANDERSON FORD INC	1000-15-15100-513030-00000000-	16484464	COM TX 101823/16484464	91260	10/31/2023	820.38
	1000-15-15100-513030-00000000-	16484464	COM TX 101823/16484464	91260	10/31/2023	1,312.50
	1000-15-15100-513030-00000000-	16462218	COM TX 101923/16462218	91260	10/31/2023	1,185.00
	1000-15-15100-513030-00000000-	16462218	COM TX 101923/16462218	91260	10/31/2023	4,150.34
	1000-15-15100-513030-00000000-	18918481	COM TX 101923/18918481	91260	10/31/2023	5,602.63
	1000-15-15100-513030-00000000-	18918481	COM TX 101923/18918481	91260	10/31/2023	292.95
	1000-15-15100-513030-00000000-	18918481	COM TX 101923/18918481	91260	10/31/2023	3,372.60
	1000-15-15100-513030-00000000-	18918481	COM TX 101923/18918481	91260	10/31/2023	697.20
	1000-15-15100-513030-00000000-	18918481	COM TX 101923/18918481	91260	10/31/2023	498.00
	1000-15-15100-513030-00000000-	18918489	COM TX 101923/18918489	91260	10/31/2023	494.40
	1000-15-15100-513030-00000000-	18918489	COM TX 101923/18918489	91260	10/31/2023	360.50
	1000-15-15100-513030-00000000-	18918489	COM TX 101923/18918489	91260	10/31/2023	2,682.65
	1000-15-15100-513030-00000000-	18918489	COM TX 101923/18918489	91260	10/31/2023	313.95
	1000-15-15100-513030-00000000-	18918489	COM TX 101923/18918489	91260	10/31/2023	912.00
	1000-15-15100-513030-00000000-	18918514	COM TX 101923/18918514	91260	10/31/2023	2,748.12
	1000-15-15100-513030-00000000-	18918514	COM TX 101923/18918514	91260	10/31/2023	190.00
	1000-15-15100-513030-00000000-	18918514	COM TX 101923/18918514	91260	10/31/2023	993.60
	1000-15-15100-513030-00000000-	18918514	COM TX 101923/18918514	91260	10/31/2023	513.60
	1000-15-15100-513030-00000000-	18918514	COM TX 101923/18918514	91260	10/31/2023	374.50
	1000-15-15100-513030-00000000-	18918570	COM TX 101923/18918570	91260	10/31/2023	1,864.91
	1000-15-15100-513030-00000000-	18918570	COM TX 101923/18918570	91260	10/31/2023	160.00

		1000-15-15100-513030-00000000-	18918570	COM TX 101923/18918570	91260	10/31/2023	177.60
		1000-15-15100-513030-00000000-	18918570	COM TX 101923/18918570	91260	10/31/2023	129.50
		1000-15-15100-513030-00000000-	18918570	COM TX 101923/18918570	91260	10/31/2023	259.20
		<b>Total Paid by Vendor</b>					<b>30,106.13</b>
	XEROX CORPORATION	1000-17-17100-515250-00000000-	019789722	POP: 08/21/23-09/30/23 XEROX MONTHLY COPIES	91459	11/7/2023	1,719.64
		1000-17-17100-515250-00000000-	IN2440079	POP:10/28/23-11/27/23 XEROX MONTHLY COPIE	91458	11/7/2023	25.00
		1000-17-17100-515250-00000000-	IN2444327	POP: 09/28/23-11/27/23 XEROX MONTHLY COPIES	91458	11/7/2023	344.66
		<b>Total Paid by Vendor</b>					<b>2,089.30</b>
	YARBROUGH PARTNERS LLC	1000-70-70200-515460-00000000-	11566	POP11/1-11/30 120 E HOLMES AVE,2ND FLOOR (BLANKET)	91460	11/7/2023	4,163.29
		<b>Total Paid by Vendor</b>					<b>4,163.29</b>
	YMCA CHILD DEVELOPMENT CENTER	1000-00-00000-610113-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91461	11/7/2023	40,000.00
		<b>Total Paid by Vendor</b>					<b>40,000.00</b>
	ZOETIS US LLC	1000-50-00000-515161-00000000-	9021823707	ANIMAL MEDICATION NOT ON CONTRACT - BLANKET	91262	10/31/2023	877.00
		<b>Total Paid by Vendor</b>					<b>877.00</b>
	<b>Total by Fund 1000</b>						<b>11,177,758.93</b>
1005	BEHAVIORAL HEALTH SYSTEMS INC	1005-00-00000-517030-00000000-	20231004	POP: 9/1/23-9/30/23 CLAIMS INVOICE BATCH 17-09	90002026	11/7/2023	111,687.33
		<b>Total Paid by Vendor</b>					<b>111,687.33</b>
	BLUE CROSS AND BLUE SHIELD OF ALABAMA	1005-00-00000-517010-00000000-	HEALTH CLMS 10/23-27	POP: 10/23/23-10/27/23 HEALTH CLAIMS	90001979	10/31/2023	407,265.71
		1005-00-00000-517010-00000000-	HEALTH CLMS 10/23-27	POP: 10/23/23-10/27/23 HEALTH CLAIMS	90001979	10/31/2023	965.20
		1005-00-00000-517015-00000000-	HEALTH CLMS 10/23-27	POP: 10/23/23-10/27/23 HEALTH CLAIMS	90001979	10/31/2023	141,876.97
		1005-00-00000-517025-00000000-	HEALTH CLMS 10/23-27	POP: 10/23/23-10/27/23 HEALTH CLAIMS	90001979	10/31/2023	308.33
		1005-00-00000-517010-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	355,409.06
		1005-00-00000-517010-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	1,064.70
		1005-00-00000-517015-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	182,788.32
		1005-00-00000-517015-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	132.53
		1005-00-00000-517025-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	215.51
		<b>Total Paid by Vendor</b>					<b>1,090,026.33</b>
	COBBS ALLEN & HALL INC	1005-00-00000-517040-00000000-	63306	POP THRU 11/30/23 STOP LOSS FEE	90002029	11/7/2023	1,833.00
		<b>Total Paid by Vendor</b>					<b>1,833.00</b>
	PARTNERS MANAGING GENERAL UNDERWRITERS	1005-00-00000-517040-00000000-	US1573512-102023	POP: NOVEMBER CITY'S GROUP HEALTH REINSURANCE	90002055	11/7/2023	121,160.17
		<b>Total Paid by Vendor</b>					<b>121,160.17</b>
	WAGEWORKS	1005-00-00000-517020-00000000-	INV5782101	OCTOBER 2023 FSA MONTHLY ADMINISTRATION FEE	90002017	10/31/2023	1,428.00
		<b>Total Paid by Vendor</b>					<b>1,428.00</b>
	<b>Total by Fund 1005</b>						<b>1,326,134.83</b>
1010	BAMA ELITE SECURITY & TRAINING	1010-10-00000-515522-00000000-	20230918	POP 09/03/23-09/24/23 SECURITY FOR JAZZ IN THE PK	91304	11/7/2023	2,387.50
		<b>Total Paid by Vendor</b>					<b>2,387.50</b>
	TK R&R SPORTS INC	1010-41-00000-515340-00000000-	1001	HALLOWEEN EVENT SHIRTS	91246	10/31/2023	330.00
		1010-41-00000-515340-00000000-	1002	HALLOWEEN EVENT SHIRTS	91246	10/31/2023	328.00
		<b>Total Paid by Vendor</b>					<b>658.00</b>
	<b>Total by Fund 1010</b>						<b>3,045.50</b>
2000	AMAZON CAPITAL SERVICES INC	2000-54-54160-515340-PT504990-	17R7-QT41-DT71	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90001977	10/31/2023	225.96
		2000-54-5416M-515340-PT504990-	1FG1-TVLC-7FDV	DAVID ANDERSON 500B CHURCH ST 2D FL 427-5206	90001977	10/31/2023	139.96
		<b>Total Paid by Vendor</b>					<b>365.92</b>
	DUTCH OIL COMPANY INC	2000-54-54D10-514010-PT504010-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	964.15
		2000-54-54M10-514010-PT504010-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	1,841.26
		2000-54-54D10-514010-PT504010-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	856.78
		2000-54-54M10-514010-PT504010-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	1,958.84
		2000-54-54D10-514010-PT504010-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	376.97
		2000-54-54M10-514010-PT504010-	CFN-27483	FUELING TRANS DATED 102123	90002032	11/7/2023	1,237.72
		2000-54-54160-514010-PT504010-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	54.67
		2000-54-54D10-514010-PT504010-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	886.63
		2000-54-54M10-514010-PT504010-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	1,794.23
		2000-54-54160-514010-PT504010-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	36.89
		2000-54-54D10-514010-PT504010-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	792.92
		2000-54-54M10-514010-PT504010-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	1,827.50
		2000-54-54D10-514010-PT504010-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	829.03
		2000-54-54M10-514010-PT504010-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	1,967.85
		2000-54-54D10-514010-PT504010-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	747.44
		2000-54-54M10-514010-PT504010-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	1,742.82
		2000-54-54D10-514010-PT504010-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	812.53
		2000-54-54M10-514010-PT504010-	CFN-27574	FUELING TRANS DATED 102723	90002032	11/7/2023	1,945.21
		2000-54-54D10-514010-PT504010-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	526.77

	2000-54-54M10-514010-PT504010-	CFN-27588	FUELING TRANS DATED 102823	90002032	11/7/2023	1,158.28
	2000-54-54D10-514010-PT504010-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	782.47
	2000-54-54M10-514010-PT504010-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	1,816.43
	2000-54-54D10-514010-PT504010-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	670.42
	2000-54-54M10-514010-PT504010-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	1,543.13
	<b>Total Paid by Vendor</b>					<b>27,170.94</b>
FINE PRINTING	2000-54-54M10-515340-PT504990-	15489	ORBIT TRANSFER TICKETS	91182	10/31/2023	1,837.00
	2000-54-54M10-515340-PT504990-	15488	ORBIT FULL FARE AND HALF FARE TICKETS	91182	10/31/2023	788.64
	<b>Total Paid by Vendor</b>					<b>2,625.64</b>
JAMES R HALL	2000-54-54M41-513030-PT503050-	23541	COM TX 102323/23541	91227	10/31/2023	145.00
	2000-54-54M41-513030-PT503050-	63758	COM TX 102323/63758	91227	10/31/2023	145.00
	2000-54-54D41-513030-PT503050-	63788	POP: 09/25/23 COM TX 101823/63788	91227	10/31/2023	85.00
	2000-54-54D41-513030-PT503050-	63788	POP: 09/25/23 COM TX 101823/63788	91227	10/31/2023	4.50
	2000-54-54D41-513030-PT503050-	63893-10/03/23	COM TX 101823/63893	91227	10/31/2023	85.00
	<b>Total Paid by Vendor</b>					<b>464.50</b>
KENWORTH OF HUNTSVILLE	2000-54-54M41-513030-PT503050-	0640648143	COM TX 103023/0640648143	91436	11/7/2023	741.38
	2000-54-54M41-513030-PT503050-	0640648143	COM TX 103023/0640648143	91436	11/7/2023	3,145.00
	2000-54-54M41-513030-PT503050-	0640648143	COM TX 103023/0640648143	91436	11/7/2023	295.90
	<b>Total Paid by Vendor</b>					<b>4,182.28</b>
MADISON COUNTY AUTO PARTS INC	2000-54-54M41-513030-PT503050-	251803	NAPA TRX DATE 101823	91203	10/31/2023	558.17
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	51.19
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	58.17
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	36.19
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	36.99
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	364.09
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	190.18
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	330.20
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	152.35
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	45.00
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	53.76
	2000-54-54M41-513030-PT503050-	251840	NAPA TRX DATE 101923	91203	10/31/2023	268.37
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	35.47
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	91.08
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	18.56
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	39.08
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	37.81
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	11.35
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	53.76
	2000-54-54M41-513030-PT503050-	251887	NAPA TRX DATE 102023	91203	10/31/2023	982.16
	2000-54-54D41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	3.60
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	85.03
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	37.81
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	39.08
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	11.35
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	5.41
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	371.38
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	75.70
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	208.32
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	275.03
	2000-54-54M41-513030-PT503050-	251951	NAPA TRX DATE 102323	91203	10/31/2023	100.00
	2000-54-54D41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	3.60
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	406.72
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	1,116.34
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	85.98
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	27.66
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	51.19
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	39.08
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	89.43
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	85.03
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	11.35
	2000-54-54M41-513030-PT503050-	252002	NAPA TRX DATE 102423	91203	10/31/2023	37.81
	2000-54-54M41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	82.90



	2000-54-54M41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	119.85
	2000-54-54M41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	51.84
	2000-54-54M41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	31.97
	2000-54-54D41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	50.10
	2000-54-54D41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	412.84
	2000-54-54D41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	14.66
	2000-54-54D41-513030-PT503050-	252116	NAPA TRX DATE 102623	91203	10/31/2023	3.60
	2000-54-54D41-513030-PT503050-	252171	NAPA TRX DATE 102723	91203	10/31/2023	3.60
	2000-54-54D41-513030-PT503050-	252171	NAPA TRX DATE 102723	91203	10/31/2023	25.17
	2000-54-54M41-515340-PT504990-	252285	ANTI FREEZE FOR PUBLIC TRANSIT (BLANKET PO)	91373	11/7/2023	222.72
	2000-54-54D41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	3.60
	2000-54-54M41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	71.52
	2000-54-54D41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	15.94
	2000-54-54D41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	3.60
	2000-54-54D41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	16.70
	2000-54-54M41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	35.47
	2000-54-54M41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	91.08
	2000-54-54M41-513030-PT503050-	252206	NAPA TRX DATE 103023	91373	11/7/2023	52.45
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	37.81
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	18.56
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	11.35
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	85.03
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	39.08
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	569.16
	2000-54-54M41-513030-PT503050-	252241	NAPA TRX DATE 103123	91373	11/7/2023	16.50
	2000-54-54M41-513030-PT503050-	252289	NAPA TRX DATE 110123	91373	11/7/2023	1,065.13
	2000-54-54D41-513030-PT503050-	252341	NAPA TRX DATE 110223	91373	11/7/2023	3.60
	2000-54-54D41-513030-PT503050-	252341	NAPA TRX DATE 110223	91373	11/7/2023	3.60
	2000-54-54M41-513030-PT503050-	252341	NAPA TRX DATE 110223	91373	11/7/2023	87.33
	2000-54-54M41-513030-PT503050-	252341	NAPA TRX DATE 110223	91373	11/7/2023	4,711.72
	2000-54-54M41-513030-PT503050-	252341	NAPA TRX DATE 110223	91373	11/7/2023	13.59
	2000-54-54M41-513030-PT503050-	252341	NAPA TRX DATE 110223	91373	11/7/2023	45.67
	2000-54-54D41-513030-PT503050-	252397	NAPA TRX DATE 110323	91373	11/7/2023	3.60
	<b>Total Paid by Vendor</b>					<b>14,602.17</b>
S & S FIRESTONE INC	2000-54-54M10-515580-PT504020-	4230006068	COM TX 101923/4230006068	90001978	10/31/2023	630.40
	2000-54-54M10-515580-PT504020-	4230006068	COM TX 101923/4230006068	90001978	10/31/2023	30.00
	2000-54-54M10-515580-PT504020-	4230006068	COM TX 101923/4230006068	90001978	10/31/2023	8.00
	2000-54-54D10-515580-PT504020-	4230006069	COM TX 101923/4230006069	90001978	10/31/2023	334.40
	2000-54-54D10-515580-PT504020-	4230006069	COM TX 101923/4230006069	90001978	10/31/2023	55.00
	2000-54-54D10-515580-PT504020-	4230006069	COM TX 101923/4230006069	90001978	10/31/2023	6.00
	2000-54-54M10-515580-PT504020-	4230006070	COM TX 101923/4230006070	90001978	10/31/2023	1,562.40
	2000-54-54M10-515580-PT504020-	4230006070	COM TX 101923/4230006070	90001978	10/31/2023	90.00
	2000-54-54M10-515580-PT504020-	4230006070	COM TX 101923/4230006070	90001978	10/31/2023	24.00
	2000-54-54M10-515580-PT504020-	4230006070	COM TX 101923/4230006070	90001978	10/31/2023	110.00
	2000-54-54M10-515580-PT504020-	4230006067	COM TX 102323/4230006067	90001978	10/31/2023	1,260.80
	2000-54-54M10-515580-PT504020-	4230006067	COM TX 102323/4230006067	90001978	10/31/2023	60.00
	2000-54-54M10-515580-PT504020-	4230006067	COM TX 102323/4230006067	90001978	10/31/2023	16.00
	2000-54-54M10-515580-PT504020-	4230006067	COM TX 102323/4230006067	90001978	10/31/2023	110.00
	2000-54-54M10-515580-PT504020-	4230006467	COM TX 103023/4230006467	90002027	11/7/2023	1,260.80
	2000-54-54M10-515580-PT504020-	4230006467	COM TX 103023/4230006467	90002027	11/7/2023	60.00
	2000-54-54M10-515580-PT504020-	4230006467	COM TX 103023/4230006467	90002027	11/7/2023	110.00
	2000-54-54M10-515580-PT504020-	4230006467	COM TX 103023/4230006467	90002027	11/7/2023	13.00
	2000-54-54M10-515580-PT504020-	4230006467	COM TX 103023/4230006467	90002027	11/7/2023	16.00
	2000-54-54D10-515580-PT504020-	4230006468	COM TX 103023/4230006468	90002027	11/7/2023	334.40
	2000-54-54D10-515580-PT504020-	4230006468	COM TX 103023/4230006468	90002027	11/7/2023	55.00
	2000-54-54D10-515580-PT504020-	4230006468	COM TX 103023/4230006468	90002027	11/7/2023	6.00
	2000-54-54D10-515580-PT504020-	4230006469	COM TX 103023/4230006469	90002027	11/7/2023	334.40
	2000-54-54D10-515580-PT504020-	4230006469	COM TX 103023/4230006469	90002027	11/7/2023	55.00
	2000-54-54D10-515580-PT504020-	4230006469	COM TX 103023/4230006469	90002027	11/7/2023	6.00
	2000-54-54D10-515580-PT504020-	4230006470	COM TX 103023/4230006470	90002027	11/7/2023	334.40
	2000-54-54D10-515580-PT504020-	4230006470	COM TX 103023/4230006470	90002027	11/7/2023	55.00
	2000-54-54D10-515580-PT504020-	4230006470	COM TX 103023/4230006470	90002027	11/7/2023	6.00



		2000-54-54D10-515580-PT504020-	4230006471	COM TX 103023/4230006471	90002027	11/7/2023	167.20
		2000-54-54D10-515580-PT504020-	4230006471	COM TX 103023/4230006471	90002027	11/7/2023	27.50
		2000-54-54D10-515580-PT504020-	4230006471	COM TX 103023/4230006471	90002027	11/7/2023	3.00
		2000-54-54D10-515580-PT504020-	4230006472	COM TX 103023/4230006472	90002027	11/7/2023	167.20
		2000-54-54D10-515580-PT504020-	4230006472	COM TX 103023/4230006472	90002027	11/7/2023	27.50
		2000-54-54D10-515580-PT504020-	4230006472	COM TX 103023/4230006472	90002027	11/7/2023	3.00
		<b>Total Paid by Vendor</b>					<b>7,338.40</b>
	SMITH ENTERPRISES INC	2000-54-54D41-513030-PT503050-	COHT1001	COM TX 101823/COHT1001	91235	10/31/2023	90.00
		2000-54-54D41-513030-PT503050-	COHT1003	MOUNTING BRACKETS FOR TABLETS	91422	11/7/2023	1,015.33
		<b>Total Paid by Vendor</b>					<b>1,105.33</b>
	SOUTHERN ELEVATOR SERVICE INC	2000-54-54M41-513030-PT503050-	13567	COM TX 103123/13567	91425	11/7/2023	555.78
		<b>Total Paid by Vendor</b>					<b>555.78</b>
	THE LIOCE GROUP INC	2000-54-5416D-515340-PT504990-	IN455160	TONER FOR JAN FIELTZ AD811	91242	10/31/2023	173.46
		<b>Total Paid by Vendor</b>					<b>173.46</b>
	VULCAN INC	2000-54-54M11-522000-PT119020-	R38730	SIGN BLANKS FOR FIXED ROUTE	91448	11/7/2023	742.00
		<b>Total Paid by Vendor</b>					<b>742.00</b>
	<b>Total by Fund 2000</b>						<b>59,326.42</b>
2100	GTEC LLC	2100-70-70100-515370-00000000-00165	1908	POP10/1-10/20 PHASE 1 ENVIROMENTAL SITE ASSESSMENT	90001990	10/31/2023	3,055.00
		2100-70-70100-515370-00000000-00165	1909	POP10/1-10/20PHASE 1 ENVIROMENTAL SITE ASSESSEMENT	90001990	10/31/2023	2,900.00
		2100-70-70100-515370-00000000-00165	1910	POP10/1-10/20PHASE 1 ENVIROMENTAL SITE ASSESSEMENT	90001990	10/31/2023	5,713.00
		<b>Total Paid by Vendor</b>					<b>11,668.00</b>
	MEADOW HILLS INITIATIVE INC	2100-70-70100-515520-PN200010-00007	REQ12UDAG23	POP 8/28-9/27 UTILITIES MEADOW HILLS INITIATIVE	90002050	11/7/2023	165.67
		<b>Total Paid by Vendor</b>					<b>165.67</b>
	THE LIOCE GROUP INC	2100-70-70100-515340-PN200015-	IN455275	120 E HOLMES AVE NE 2ND FLOOR 2564275057 GABRIEL	91242	10/31/2023	94.77
		2100-70-70100-515340-00000000-00165	IN456118	POP: 09/05/23-10/4/23--FY23 BLANKET PO COPIER SVCS	91431	11/7/2023	8.32
		2100-70-70300-515340-00000000-00165	IN456118	POP: 09/05/23-10/4/23--FY23 BLANKET PO COPIER SVCS	91431	11/7/2023	8.31
		<b>Total Paid by Vendor</b>					<b>111.40</b>
	WILSON LUMBER COMPANY	2100-70-70300-523000-00000000-00165	797895	POP 10/-1-10MATERIAL FOR DMP PROJECTS (BLANKET PO)	91257	10/31/2023	15.91
		2100-70-70300-523000-00000000-00165	798062	POP10/1-10/27MATERIAL FOR DMP PROJECTS(BLANKET PO)	91257	10/31/2023	46.75
		<b>Total Paid by Vendor</b>					<b>62.66</b>
	YARBROUGH PARTNERS LLC	2100-70-70100-515460-PN200015-	11566	POP11/1-11/30 120 E HOLMES AVE,2ND FLOOR (BLANKET)	91460	11/7/2023	7,731.83
		<b>Total Paid by Vendor</b>					<b>7,731.83</b>
	<b>Total by Fund 2100</b>						<b>19,739.56</b>
2500	AL CONSTITUTION VILLAGE HUNTSVILLE HISTORIC DEPOT	2500-00-00000-515520-SLFRF009-	ARPA 103123	POP 10/01/23-10/31/23 ARPA REIMBURSEMENT RES 22-59	91336	11/7/2023	7,160.47
		<b>Total Paid by Vendor</b>					<b>7,160.47</b>
	HUNTSVILLE MADISON COUNTY BOTANICAL GARDENS INC	2500-00-00000-515520-SLFRF007-	ARPA 103123	POP 10/01/23-10/31/23ARPA REIMBURSEMENT RES 22-59	91354	11/7/2023	21,916.75
		<b>Total Paid by Vendor</b>					<b>21,916.75</b>
	THE HUNTSVILLE MUSEUM OF ART	2500-00-00000-515520-SLFRF008-	ARPA 103123	POP 10/01/23-10/31/23 REIMBURSEMENT RES 22-59	90002039	11/7/2023	28,045.44
		<b>Total Paid by Vendor</b>					<b>28,045.44</b>
	<b>Total by Fund 2500</b>						<b>57,122.66</b>
3020	ALABAMA CONCRETE INC	3020-55-00000-516010-00000000-	136986	FY24 MAINT CONCRETE PICKUP	90001975	10/31/2023	441.00
		3020-55-00000-516010-00000000-	136985	FY24 MAINT CONCRETE PICKUP	90001975	10/31/2023	196.50
		3020-55-00000-516010-00000000-	136785	FY24 MAINT CONCRETE PICKUP	90001975	10/31/2023	205.50
		3020-55-00000-516010-00000000-	136362	FY24 MAINT CONCRETE PICKUP	90001975	10/31/2023	393.00
		3020-55-00000-516010-00000000-	136361	FY24 MAINT CONCRETE PICKUP	90001975	10/31/2023	262.00
		3020-55-00000-516040-00000000-	136694	FY 24 CONCRETE PICKUP- PWS CONSTRUCTION	90001975	10/31/2023	1,965.00
		3020-55-00000-516040-00000000-	136693	FY 24 CONCRETE PICKUP- PWS CONSTRUCTION	90001975	10/31/2023	1,310.00
		3020-55-00000-516040-00000000-	136614	FY 24 CONCRETE PICKUP- PWS CONSTRUCTION	90001975	10/31/2023	126.00
		3020-55-00000-516040-00000000-	136846	FY 24 CONCRETE PICKUP- PWS CONSTRUCTION	90001975	10/31/2023	917.00
		3020-55-00000-516010-00000000-	137074	FY24 MAINT CONCRETE PICKUP (BLANKET)	90001975	10/31/2023	196.50
		3020-55-00000-516010-00000000-	137075	FY24 MAINT CONCRETE PICKUP (BLANKET)	90001975	10/31/2023	126.00
		3020-55-00000-516010-00000000-	137076	FY24 MAINT CONCRETE PICKUP (BLANKET)	90001975	10/31/2023	1,764.00
		3020-55-00000-516010-00000000-	137077	FY24 MAINT CONCRETE PICKUP (BLANKET)	90001975	10/31/2023	189.00
		3020-55-00000-516010-00000000-	137328	FY24 MAINT CONCRETE PICKUP	90002021	11/7/2023	264.00
		3020-55-00000-516010-00000000-	137215	FY24 MAINT CONCRETE PICKUP	90002021	11/7/2023	378.00
		3020-55-00000-516010-00000000-	137140	FY24 MAINT CONCRETE PICKUP	90002021	11/7/2023	189.00
		3020-55-00000-516010-00000000-	137138	FY24 MAINT CONCRETE PICKUP	90002021	11/7/2023	315.00
		3020-55-00000-516010-00000000-	137329	FY24 MAINT CONCRETE PICKUP	90002021	11/7/2023	193.50
		<b>Total Paid by Vendor</b>					<b>9,431.00</b>
	BUDDYS' SMALL ENGINES INC	3020-15-00000-520100-00000000-	159099	MOWER FOR LANDSCAPE	91171	10/31/2023	45,245.49
		<b>Total Paid by Vendor</b>					<b>45,245.49</b>
	CHAPMAN SISSON ARCHITECTS INC	2023-14-00000-523021-00000000-	2023-0510 REIMB EX	POP: 08/18/23-10/20/23-REIMBURSABLE EXPENSES	91315	11/7/2023	15.56

	3020-14-00000-523021-00000000-	2023-0510	POP: 07/15/23-10/20/23-ARCHITECTURAL SVCS- JOE D	91315	11/7/2023	3,830.02
	<b>Total Paid by Vendor</b>					<b>3,845.58</b>
CORE & MAIN LP	3020-55-00000-516040-00000000-	T784471	NON-BID STOCK PIPE- PWS CONSTRUCTION	91329	11/7/2023	67.59
	3020-55-00000-516040-00000000-	T784390	NON-BID STOCK PIPE- PWS CONSTRUCTION	91329	11/7/2023	6,938.72
	3020-55-00000-516010-00000000-	T882417	CONCRETE DRAINAGE FOR STOCK- PWS CONSTRUCTION	91329	11/7/2023	17,986.70
	3020-55-00000-516040-00000000-	T887772	NON-BID STOCK PIPE- PWS CONSTRUCTION	91329	11/7/2023	12,772.00
	3020-55-00000-516040-00000000-	T784569	BID STOCK PIPE- PWS CONSTRUCTION	91329	11/7/2023	280.00
	<b>Total Paid by Vendor</b>					<b>38,045.01</b>
DONOHOO CHEVROLET LLC	3020-15-00000-520100-00000000-	72558	CAR FOR PARKS & REC-2024 CHEVROLET MALIBU	91180	10/31/2023	24,061.50
	3020-15-00000-520100-00000000-	72556A	MALIBU'S FOR HPD	91333	11/7/2023	16.50
	<b>Total Paid by Vendor</b>					<b>24,078.00</b>
HUMPHRIES FARM & TURF SUPPLY INC	3020-55-00000-516010-00000000-	30749	RYEGRASS SEED FOR MAINTENANCE	91191	10/31/2023	499.50
	<b>Total Paid by Vendor</b>					<b>499.50</b>
INGRAM EQUIPMENT CO LLC	3020-15-00000-520100-00000000-	E00284	KNUCKLEBOOMS FOR SANITATION	90001994	10/31/2023	255,701.86
	3020-15-00000-520100-00000000-	E00147	GARBAGE TRUCK FOR SANITATION	90002044	11/7/2023	358,782.38
	3020-15-00000-520100-00000000-	E00146	GARBAGE TRUCKS FOR SANITATION	90002044	11/7/2023	358,782.38
	3020-15-00000-520100-00000000-	E00145	GARBAGE TRUCKS FOR SANITATION	90002044	11/7/2023	358,782.38
	<b>Total Paid by Vendor</b>					<b>1,332,049.00</b>
JAMES MONAGHAN	3020-30-00000-513010-00000000-	5333	POOL CHEM STORAGE WORK @ OLD K9 SITE	90002000	10/31/2023	4,995.00
	<b>Total Paid by Vendor</b>					<b>4,995.00</b>
MOBILE COMMUNICATIONS AMERICA INC	3020-15-00000-520100-00000000-	762005551-1	EQUIPMENT FOR FIRE EQ# 022564	90001999	10/31/2023	7,617.00
	3020-15-00000-520100-00000000-	762005675-1	POP: 10/24/23 EQUIPMENT FOR FIRE EQ# 022564	90001999	10/31/2023	3,180.00
	3020-44-00000-520500-00000000-	779000524-1	BLANKET PO FOR SIREN REPAIR	90001999	10/31/2023	569.25
	3020-44-00000-520500-00000000-	842000033-1	BLANKET PO FOR SIREN REPAIR	90001999	10/31/2023	175.00
	3020-15-00000-520100-00000000-	762005587-1	EQUIPMENT FOR FIRE EQ# 022578	90002051	11/7/2023	7,132.00
	3020-15-00000-520100-00000000-	762005674-1	POP: 10/30/23-11/02/23QUIPMENT FOR FIRE EQ# 022578	90002051	11/7/2023	3,180.00
	3020-44-00000-520500-00000000-	784001797-1	POP: 08/22/23 SIREN REPAIR	90002051	11/7/2023	442.00
	3020-44-00000-520500-00000000-	842000031-1	POP: 08/22/23 SIREN REPAIR	90002051	11/7/2023	602.00
	3020-44-00000-520500-00000000-	842000034-1	POP: 07/25/23 SIREN REPAIR	90002051	11/7/2023	175.00
	3020-44-00000-520500-00000000-	842000035-1	POP: 07/25/23 SIREN REPAIR	90002051	11/7/2023	175.00
	3020-44-00000-520500-00000000-	842000036-1	POP: 07/25/23 SIREN REPAIR	90002051	11/7/2023	175.00
	3020-44-00000-520500-00000000-	842000046-1	POP: 08/18/23 SIREN REPAIR	90002051	11/7/2023	175.00
	<b>Total Paid by Vendor</b>					<b>23,597.25</b>
OUTDOORLINK INC	3020-30-00000-513010-00000000-	52693	LIGHT SERVICES FOR BELL MOUNTAIN PARK SOCCER FD	91384	11/7/2023	649.00
	3020-30-00000-513010-00000000-	52694	LIGHT SERVICES FOR BELL MOUNTAIN PARK FOOTBALL FD	91384	11/7/2023	649.00
	3020-30-00000-513010-00000000-	52695	LIGHT SERVICES FOR BELL MOUNTAIN PARK BASEBALL FD	91384	11/7/2023	649.00
	<b>Total Paid by Vendor</b>					<b>1,947.00</b>
PRECISION CONCRETE CUTTING	3020-55-00000-516050-00000000-	103023A	SIDEWALK REPAIR ADA STANDARD (SOLE SOURCE)	91390	11/7/2023	61,399.78
	<b>Total Paid by Vendor</b>					<b>61,399.78</b>
PRO-AIR SERVICES INC	3020-14-00000-513010-PR8610XX-	101217	FLEET SERVICES REPLACE 4T PACKAGE AC UNIT 172645A	91217	10/31/2023	7,766.47
	<b>Total Paid by Vendor</b>					<b>7,766.47</b>
ROGERS GROUP INC	3020-00-00000-220400-00000000-	382121-21-3RET	22713-JEFFERSON & HOLMES RESURFACE-FINAL RET	91230	10/31/2023	5,454.94
	3020-00-00000-220400-00000000-	382121-25-2RET	22713-BIBB GARRETT ASPHALT PATCH-FINAL RET	91230	10/31/2023	572.19
	3020-00-00000-220400-00000000-	386422-75-2RET	2327-7504 CLUBFIELD DR DRAINAGE-FINAL RET	91230	10/31/2023	1,875.85
	3020-55-00000-516010-00000000-	382121-27-1	POP: 10/01/23-10/31/23-BOB WALLACE BASE FAILURE	91230	10/31/2023	25,438.20
	3020-55-00000-516040-00000000-	386422-93-1	POP: 10/01/23-10/31/23-909 OAKWOOD AVE DRAIN IMP	91230	10/31/2023	19,356.69
	3020-55-00000-516010-00000000-	0203002413	FY24 MAINT ASPHALT (BLANKET)	91230	10/31/2023	927.36
	3020-55-00000-516010-00000000-	0209000687	FY24 MAINT ASPHALT (BLANKET)	91230	10/31/2023	684.00
	3020-55-00000-516010-00000000-	0203002437	FY24 MAINT ASPHALT (BLANKET)	91414	11/7/2023	1,873.35
	3020-55-00000-516010-00000000-	0209000692	FY24 MAINT ASPHALT (BLANKET)	91414	11/7/2023	1,083.33
	<b>Total Paid by Vendor</b>					<b>57,265.91</b>
ROLLINS INC	3020-55-00000-516040-00000000-	247126952	POP: 08/03/23-09/30/23 WILDLIFE REMOVAL	91383	11/7/2023	2,000.00
	3020-55-00000-516040-00000000-	248560734	POP: 10/01/23-10/31/23 FY24 PWS WILDLIFE	91383	11/7/2023	2,000.00
	<b>Total Paid by Vendor</b>					<b>4,000.00</b>
SHATTUCK PAINTING	3020-14-00000-523037-00000000-	7000	POP: 09/21/23 RENOVATION 2023 PAINTING 172013	91418	11/7/2023	3,005.50
	<b>Total Paid by Vendor</b>					<b>3,005.50</b>
SJ&L GENERAL CONTRACTOR LLC	3020-55-00000-516010-00000000-	9672	ASPHALT FOR VARIOUS SITES (ROGERS NOT MAKING)	90002005	10/31/2023	1,127.75
	3020-55-00000-516010-00000000-	9681	ASPHALT FOR VARIOUS SITES (ROGERS NOT MAKING)	90002005	10/31/2023	98.80
	3020-55-00000-516010-00000000-	9700	ASPHALT FOR VARIOUS SITES (ROGERS NOT MAKING)	90002005	10/31/2023	202.15
	3020-55-00000-516010-00000000-	9732	ASPHALT FOR VARIOUS SITES (ROGERS NOT MAKING)	90002005	10/31/2023	263.90
	3020-55-00000-516010-00000000-	9759	ASPHALT FOR VARIOUS SITES (ROGERS NOT MAKING)	90002005	10/31/2023	107.25
	3020-55-00000-516010-00000000-	9763	ASPHALT FOR VARIOUS SITES (ROGERS NOT MAKING)	90002005	10/31/2023	847.60

		<b>Total Paid by Vendor</b>					<b>2,647.45</b>
	SPECTRUM SOLUTIONS INC	3020-17-00000-520500-PR8629XX-	8277	POP: 10/24/23 FIBER INSTALLS/WORK FOR COH	91238	10/31/2023	743.69
		<b>Total Paid by Vendor</b>					<b>743.69</b>
	TEXAS WIRE AND CABLE LLC	3020-75-00000-529000-00000000-	186901	LOOP WIRE	90002069	11/7/2023	742.85
		<b>Total Paid by Vendor</b>					<b>742.85</b>
	TIGER MOWERS LLC	3020-15-00000-520100-00000000-	8759109	BOOM AXE FOR LANDSCAPE	91244	10/31/2023	77,152.81
		3020-15-00000-520100-00000000-	8770612	BOOM AXE FOR LANDSCAPE	91244	10/31/2023	77,152.81
		<b>Total Paid by Vendor</b>					<b>154,305.62</b>
	TURFGRASS OF TENNESSEE LLC	3020-55-00000-516010-00000000-	35328	SOD FOR MAINTENANCE JOBS	91252	10/31/2023	693.00
		3020-55-00000-516010-00000000-	35370	SOD FOR MAINTENCE JOB	91438	11/7/2023	49.50
		<b>Total Paid by Vendor</b>					<b>742.50</b>
	UTILICOM SUPPLY ASSOCIATES LLC	3020-75-00000-529000-00000000-	305724	HARDWARE FOR PROJECTS	90002014	10/31/2023	888.00
		3020-75-00000-529000-00000000-	305813	SIGNAL HARDWARE FOR PROJECT	90002014	10/31/2023	4,926.00
		<b>Total Paid by Vendor</b>					<b>5,814.00</b>
	VETTED SECURITY SOLUTIONS LLC	3020-75-00000-529001-00000000-	23564	POE INJECTORS FOR PROJECT	91444	11/7/2023	531.00
		<b>Total Paid by Vendor</b>					<b>531.00</b>
	VULCAN MATERIALS CO	3020-55-00000-516040-00000000-	51426057	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002016	10/31/2023	371.85
		3020-55-00000-516040-00000000-	51426058	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002016	10/31/2023	1,418.81
		3020-55-00000-516040-00000000-	51426059	FY 24 ROCK/STONE PWS CONSTRUCTION- BLANKET	90002016	10/31/2023	507.67
		3020-55-00000-516010-00000000-	51429517	FY24 MAINTENANCE ROCK BLANKET	90002016	10/31/2023	2,077.11
		3020-55-00000-516010-00000000-	51429516	FY24 MAINTENANCE ROCK BLANKET	90002016	10/31/2023	1,199.48
		3020-55-00000-516010-00000000-	51429518	FY24 MAINTENANCE ROCK BLANKET	90002016	10/31/2023	906.30
		3020-55-00000-516040-00000000-	51351613A	FY23 UPDATED ROCK/STONE PWS CONSTRUCTION- BLANKET	90002072	11/7/2023	1,670.86
		3020-55-00000-516040-00000000-	51351614A	FY23 UPDATED ROCK/STONE PWS CONSTRUCTION- BLANKET	90002072	11/7/2023	490.79
		3020-55-00000-516010-00000000-	51433180	FY24 MAINTENANCE ROCK BLANKET	90002072	11/7/2023	2,138.67
		3020-55-00000-516010-00000000-	51433184	FY24 MAINTENANCE ROCK BLANKET	90002072	11/7/2023	808.21
		3020-55-00000-516010-00000000-	51433185	FY24 MAINTENANCE ROCK BLANKET	90002072	11/7/2023	1,140.76
		3020-55-00000-516010-00000000-	51435731	FY24 MAINTENANCE ROCK BLANKET	90002072	11/7/2023	258.30
		<b>Total Paid by Vendor</b>					<b>12,988.81</b>
	WAVETRONIX LLC	3020-75-00000-529001-00000000-	91451154	WAVETRONIX ***SOLE SOURCE***	91449	11/7/2023	28,470.00
		<b>Total Paid by Vendor</b>					<b>28,470.00</b>
	WOODY ANDERSON FORD INC	3020-15-00000-520100-00000000-	A79870	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	A80116	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	A80320	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	A80699	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	A80932	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	A81041	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	A80820	SUV'S FOR HPD	91260	10/31/2023	55,666.51
		3020-15-00000-520100-00000000-	D53358	F350 FOR GENERAL SERVICES	91455	11/7/2023	87,037.30
		3020-15-00000-520100-00000000-	D55929	F350 FOR GENERAL SERVICES	91455	11/7/2023	87,037.30
		3020-15-00000-520100-00000000-	B25167	ESCAPE FOR PLANNING	91455	11/7/2023	25,938.04
		3020-15-00000-520100-00000000-	B24789	ESCAPE FOR PARKING	91455	11/7/2023	25,938.04
		<b>Total Paid by Vendor</b>					<b>615,616.25</b>
	<b>Total by Fund 3020</b>						<b>2,439,772.66</b>
3030	HUNTSVILLE CITY SCHOOLS	3030-00-00000-610123-00000000-	FY23 TRUE UP	TRUE UP FOR FY23 AND LIMESTONE CO TAXES DUE TO HSC	90002038	11/7/2023	1,923,029.28
		<b>Total Paid by Vendor</b>					<b>1,923,029.28</b>
	<b>Total by Fund 3030</b>						<b>1,923,029.28</b>
3040	FANTASY PLAYHOUSE CHILDRENS THEATER	3040-00-00000-610042-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91338	11/7/2023	200,000.00
		<b>Total Paid by Vendor</b>					<b>200,000.00</b>
	HUNTSVILLE MADISON COUNTY CONVENTION	3040-00-00000-610010-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91348	11/7/2023	949,790.75
		<b>Total Paid by Vendor</b>					<b>949,790.75</b>
	HUNTSVILLE SPORTS COMMISSION	3040-00-00000-610001-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91359	11/7/2023	150,576.50
		<b>Total Paid by Vendor</b>					<b>150,576.50</b>
	HUNTSVILLE TENNIS CENTER BOARD OF CONTROL	3040-00-00000-633970-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91361	11/7/2023	62,500.00
		<b>Total Paid by Vendor</b>					<b>62,500.00</b>
	LAND TRUST OF NORTH ALABAMA INC	3040-00-00000-610081-00000000-	FY24 CAPITAL	FY24 APPROPRIATION ORD NO. 23-762	90002047	11/7/2023	200,000.00
		<b>Total Paid by Vendor</b>					<b>200,000.00</b>
	PNC BANK NATIONAL ASSOCIATION	3040-00-00000-601000-DE2021VB-	11/1/23 DEBT 2021VBC	DEBT SERVICE PAYMENT - 2021VBC	91290	11/3/2023	35,479.46
		3040-00-00000-602000-DE2021VB-	11/1/23 DEBT 2021VBC	DEBT SERVICE PAYMENT - 2021VBC	91290	11/3/2023	8,776.91
		<b>Total Paid by Vendor</b>					<b>44,256.37</b>
	REGIONS BANK	3040-00-00000-601000-DE2023EX-	DEBT 11/1/23 2023-E	DEBT SERVICE PAYMENT - 2023E	91291	11/3/2023	45,000.00
		3040-00-00000-602000-DE2023EX-	DEBT 11/1/23 2023-E	DEBT SERVICE PAYMENT - 2023E	91291	11/3/2023	37,315.00

		<b>Total Paid by Vendor</b>					<b>82,315.00</b>
	THE HUNTSVILLE MUSEUM OF ART	3040-00-00000-633920-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	90002040	11/7/2023	300,000.00
		<b>Total Paid by Vendor</b>					<b>300,000.00</b>
	TWICKENHAM HISTORICAL PRESERVATION	3040-00-00000-610077-00000000-	FY24 IN FULL	FY24 APPROPRIATION ORD NO. 23-762	91451	11/7/2023	40,000.00
		<b>Total Paid by Vendor</b>					<b>40,000.00</b>
	VON BRAUN CENTER	3040-00-00000-636100-00000000-	FY24 Q1	FY24 APPROPRIATION ORD NO. 23-762	91447	11/7/2023	1,216,195.25
		<b>Total Paid by Vendor</b>					<b>1,216,195.25</b>
	<b>Total by Fund 3040</b>						<b>3,245,633.87</b>
3050	SCHOEL ENGINEERING COMPANY INC	3050-14-00000-521027-00000000-	529332	POP: 10/01/23-10/30/23-ENGINEERING SERVICES - JHP	91416	11/7/2023	36,095.00
		<b>Total Paid by Vendor</b>					<b>36,095.00</b>
	<b>Total by Fund 3050</b>						<b>36,095.00</b>
3060	HUNTSVILLE MADISON COUNTY CONVENTION	3060-00-00000-610022-00000000-	FY24 LRAC ITEMS	KAYAK BASS FISHING	91346	11/7/2023	40,000.00
		3060-00-00000-610022-00000000-	FY24 LRAC ITEMS	NO AL MODEL BOATING IMPBA	91346	11/7/2023	7,500.00
		3060-00-00000-610022-00000000-	FY24 LRAC ITEMS	ANTIQUE AUTO CLUB (ORION)	91346	11/7/2023	24,158.08
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	AL COUNCIL 33RD MASONS	91347	11/7/2023	1,200.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	AL EDUCATION TECHNOLOGY CONF	91347	11/7/2023	35,000.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	HAMFEST AMATEUR RADIO	91347	11/7/2023	16,000.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	PICKLEBALL OPEN	91347	11/7/2023	5,642.84
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	JEHOVAH'S WITNESS COURT	91347	11/7/2023	155,365.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	KAYAK BASS FISHING	91347	11/7/2023	40,000.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	NATIONAL CYBER SUMMIT	91347	11/7/2023	20,000.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	NAMBA GAS NATIONALS	91347	11/7/2023	5,295.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	FIRST ROBOTICS	91347	11/7/2023	20,000.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	UNITED FLAG FOOTBALL	91347	11/7/2023	1,900.00
		3060-00-00000-610022-00000000-	FY23 LRAC ITEMS	MIDSOUTH SOCCER	91347	11/7/2023	5,780.00
		<b>Total Paid by Vendor</b>					<b>377,840.92</b>
	<b>Total by Fund 3060</b>						<b>377,840.92</b>
3080	BARGE DESIGN SOLUTIONS INC	3080-71-00000-524000-BUDGET01-	215052	POP: 08/26/23-09/29/23-HPD ACCESS ROAD	91166	10/31/2023	9,010.08
		<b>Total Paid by Vendor</b>					<b>9,010.08</b>
	GARVER LLC	3080-71-00000-530000-BUDGET01-	22C03020-1	POP: THRU 10/13/23-FERRIS WATER & SEWER IMPROVEME	90002035	11/7/2023	1,000.00
		<b>Total Paid by Vendor</b>					<b>1,000.00</b>
	HUNTSVILLE UTILITIES	3080-71-00000-530000-BUDGET01-	4110100101131023	CAMPUS COMMONS - HOLMES AVENUE (ATC)	91196	10/31/2023	34,466.00
		<b>Total Paid by Vendor</b>					<b>34,466.00</b>
	LATOYA WHITFIELD	3080-71-00000-530000-BUDGET01-	OEAC61F8-0003	DARE TO DREAM SPONSOR	91154	10/31/2023	1,000.00
		<b>Total Paid by Vendor</b>					<b>1,000.00</b>
	NORFOLK SOUTHERN RAILWAY COMPANY	3080-71-00000-524012-00000000-	92362172	POP: VARIOIUS YRS 9/16-12/20-GRNBR PRKWY PH III	91380	11/7/2023	18,933.02
		3080-71-00000-524012-00000000-	93352667	POP: 07/21 & 08/23-GREENBRIER PRKWY PH III UT REL	91380	11/7/2023	16,839.24
		<b>Total Paid by Vendor</b>					<b>35,772.26</b>
	OMI INC	3080-71-00000-524000-BUDGET01-	23657	POP: THRU 09/23-CONSTRUCTION TESTING SVCS FOR	91212	10/31/2023	3,308.18
		<b>Total Paid by Vendor</b>					<b>3,308.18</b>
	ROGERS GROUP INC	3080-00-00000-220400-00000000-	334919-121-2RET	21252-WEATHERLY ROAD GREENWAY-FINAL RET	91230	10/31/2023	33,972.01
		3080-00-00000-220400-00000000-	386422-53	2327-DUPREE WORTHLEY MATERIAL ONLY-FINAL RET	91230	10/31/2023	4,363.02
		<b>Total Paid by Vendor</b>					<b>38,335.03</b>
	SCHOEL ENGINEERING COMPANY INC	3080-71-00000-524009-00000000-	529422	POP: 09/01/23-09/30/23-LOWE AVE STREETScape DESIGN	91232	10/31/2023	11,720.00
		3080-71-00000-521000-BUDGET01-	529373	POP: 09/01/23-09/30/23-MILLER BRANCH GREENWAY	91416	11/7/2023	7,400.00
		<b>Total Paid by Vendor</b>					<b>19,120.00</b>
	SMITH GEE STUDIO LLC	3080-71-00000-530000-BUDGET01-	23041.00-01	POP: 09/15/23-09/30/23-SWANCOTT RD SCHOOL SITE	90002006	10/31/2023	3,717.50
		3080-71-00000-530000-BUDGET01-	23042.00-01	POP: 09/15/23-09/30/23-SWANCOTT RD MIXED USE-DES	90002006	10/31/2023	3,732.50
		3080-71-00000-530000-00000000-	23044.00-01	POP: 08/09/23-08/31/23-PLANNING SVCS FOR GB PKWY	90002006	10/31/2023	7,480.00
		3080-71-00000-530000-BUDGET01-	23042.00-02	POP: 10/01/23-10/15/23-SWANCOTT RD MIXED USE-DES	90002063	11/7/2023	3,732.50
		3080-71-00000-530000-BUDGET01-	23041.00-02	POP: 10/01/23-10/15/23-SWANCOTT RD SCHOOL SITE-DES	90002063	11/7/2023	3,717.50
		<b>Total Paid by Vendor</b>					<b>22,380.00</b>
	WILMER & LEE PA	3080-71-00000-530000-BUDGET01-	225539229	POP: 09/25/23-10/13/23-JEFFERSON STREET ALLEY	91453	11/7/2023	3,162.00
		<b>Total Paid by Vendor</b>					<b>3,162.00</b>
	WIREGRASS CONSTRUCTION COMPANY INC	3080-71-00000-524042-CONSTRUC-00172	APPL #1 N BYPASS	#1, POP: 11/03/23-11/07/23-N BYPASS CONSTRUCTION-	91462	11/8/2023	225,000.00
		<b>Total Paid by Vendor</b>					<b>225,000.00</b>
	<b>Total by Fund 3080</b>						<b>392,553.55</b>
3205	SAIN ASSOCIATES INC	3205-71-00000-540100-TE1401XX-	52473	POP: 8/27/23-9/30/23 GOSS ROAD EXT	91231	10/31/2023	1,925.00
		<b>Total Paid by Vendor</b>					<b>1,925.00</b>
	<b>Total by Fund 3205</b>						<b>1,925.00</b>
3207	REGIONS BANK	3207-00-00000-635000-TO000000-	DEBT 11/1/23 2020-E	DEBT SERVICE PAYMENT - 2020E	91289	11/3/2023	-93,971.62
		<b>Total Paid by Vendor</b>					<b>-93,971.62</b>

	<b>Total by Fund 3207</b>						<b>-93,971.62</b>
3430	FLEET FUELING	3430-41-00000-515520-00000000-	92713318	STAC MONTHLY FUEL CHARGES-BLANKET PO	91184	10/31/2023	322.69
	<b>Total Paid by Vendor</b>						<b>322.69</b>
	SIRCHIE ACQUISITION COMPANY LLC	3430-41-00000-515520-00000000-	0616524-IN	STAC DRUG TEST KITS	91420	11/7/2023	451.28
	<b>Total Paid by Vendor</b>						<b>451.28</b>
	<b>Total by Fund 3430</b>						<b>773.97</b>
3700	ALABAMA LAWN MASTERS INC	3700-71-00000-515370-00000000-	12121	POP THRU 09/30/23 CUMMINGS RESEARCH PK FLOWER BED	91156	10/31/2023	398.50
	<b>Total Paid by Vendor</b>						<b>398.50</b>
	<b>Total by Fund 3700</b>						<b>398.50</b>
3900	DUTCH OIL COMPANY INC	3900-44-00000-514010-00000000-	CFN-27466	FUELING TRANS DATED 102023	90002032	11/7/2023	55.47
		3900-44-00000-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	63.28
		3900-44-00000-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	27.00
	<b>Total Paid by Vendor</b>						<b>145.75</b>
	SOUTHERN COMMUNICATIONS INC	3900-44-00000-515070-00000000-	REG20230000223826	10/20/23-11/19/23 SERVICE CHARGES	91426	11/7/2023	427.33
	<b>Total Paid by Vendor</b>						<b>427.33</b>
	<b>Total by Fund 3900</b>						<b>573.08</b>
4013	CHAPMAN SISSON ARCHITECTS INC	4013-14-00000-523035-00000000-	2023-0487	POP: 09/16/23-10/20/23-ARCH SVCS-R. JONES CENTER	91315	11/7/2023	250.00
	<b>Total Paid by Vendor</b>						<b>250.00</b>
	DUNLAP CONTRACTING INC	4013-14-00000-521015-PHASE002-	7366	POP: 09/01/23-10/03/23-FENCING-JHP CHAMP SOCCR PH2	90001983	10/31/2023	106,520.00
	<b>Total Paid by Vendor</b>						<b>106,520.00</b>
	LAMBERT CONTRACTING LLC	4013-14-00000-523023-PHASE003-	APPL #7 S MOON PH 3	#7, POP: 08/21/23-10/20/23-CONSTRUCTION SVCS	91369	11/7/2023	382,585.50
	<b>Total Paid by Vendor</b>						<b>382,585.50</b>
	LEE BUILDERS INC	4013-14-00000-523035-00000000-	22015-15	#15, POP: THRU 10/31/23-CONSTRUCTION SVCS-JHP RAYM	90002049	11/7/2023	131,407.87
	<b>Total Paid by Vendor</b>						<b>131,407.87</b>
	MULTIVISTA	4013-14-00000-522018-00000000-	4879	POP: 11/01/23-11/30/23-PHOTOGRAPHIC - FIRE STATION 20	91376	11/7/2023	550.00
	<b>Total Paid by Vendor</b>						<b>550.00</b>
	PEARCE CONSTRUCTION CO INC	4013-14-00000-522018-00000000-	APPL #10 FIRE STAT#2	#10, POP: THRU 09/30/23-CONSTRUCTION SERVICES-FIRE	90002056	11/7/2023	164,016.43
	<b>Total Paid by Vendor</b>						<b>164,016.43</b>
	SCHOEL ENGINEERING COMPANY INC	4013-14-00000-523035-00000000-	529374	POP: 10/01/23-10/30/23-REIMBURSABLE EXPENSE	91232	10/31/2023	400.00
		4013-14-00000-521016-00000000-	529420	POP: 10/01/23-10/30/23-PERMIT-INSPECT SVCS-JHP KID	91232	10/31/2023	400.00
		4013-14-00000-521016-00000000-	529456	POP: 10/01/23-10/30/23-JHP KIDS SPACE-ADD'L SVCS	91232	10/31/2023	47,225.00
	<b>Total Paid by Vendor</b>						<b>48,025.00</b>
	<b>Total by Fund 4013</b>						<b>833,354.80</b>
4015	SAIN ENGINEERING ASSOCIATES INC	4015-14-00000-522010-00000000-	HUNTSVCH - 7	POP: 09/01/23-09/30/23-COMMISSIONING SVCS NEW C	91415	11/7/2023	5,510.60
	<b>Total Paid by Vendor</b>						<b>5,510.60</b>
	TURNER CONSTRUCTION COMPANY	4015-14-00000-522010-00000000-	APPL #22 CITY HALL	#22, THRU 10/31/23-CONSTRUCTION SERVICES-NEW CITY	90002070	11/7/2023	3,173,325.97
	<b>Total Paid by Vendor</b>						<b>3,173,325.97</b>
	<b>Total by Fund 4015</b>						<b>3,178,836.57</b>
4018	GARVER LLC	4018-14-00000-521026-00000000-	23S02010-4	POP: THRU 10/13/23-ENGINEERING SERVICES - APOLLO	90002035	11/7/2023	16,816.00
	<b>Total Paid by Vendor</b>						<b>16,816.00</b>
	LAMBERT CONTRACTING LLC	4018-14-00000-521026-00000000-	APPL #2-R1 APOLLO	#2, POP: THRU 10/31/23-CONSTRUCTION SVCS-APOLLO P	91369	11/7/2023	1,280,984.75
	<b>Total Paid by Vendor</b>						<b>1,280,984.75</b>
	OMI INC	4018-14-00000-521026-00000000-	23860	POP: THRU 0723-ADEM INSPECTIONS - APOLLO PRK PH3	91212	10/31/2023	300.00
	<b>Total Paid by Vendor</b>						<b>300.00</b>
	<b>Total by Fund 4018</b>						<b>1,298,100.75</b>
5000	REGIONS BANK	5000-00-00000-601000-DE2020EX-	DEBT 11/1/23 2020-E	DEBT SERVICE PAYMENT - 2020E	91289	11/3/2023	77,534.10
		5000-00-00000-602000-DE2020EX-	DEBT 11/1/23 2020-E	DEBT SERVICE PAYMENT - 2020E	91289	11/3/2023	16,437.53
		5000-00-00000-460100-00000000-	DEBT 11/1/23 2020-E	DEBT SERVICE PAYMENT - 2020E	91289	11/3/2023	-0.01
		5000-00-00000-633207-FROM0000-	DEBT 11/1/23 2020-E	DEBT SERVICE PAYMENT - 2020E	91289	11/3/2023	93,971.62
	<b>Total Paid by Vendor</b>						<b>187,943.24</b>
	<b>Total by Fund 5000</b>						<b>187,943.24</b>
6000	ALL SHARPE INC	6000-76-76110-513030-00000000-	50420	COM TX 102323/50420	91159	10/31/2023	120.00
		6000-76-76110-513030-00000000-	50421	COM TX 102323/50421	91159	10/31/2023	120.00
	<b>Total Paid by Vendor</b>						<b>240.00</b>
	AMERICAN WELDING & GAS INC	6000-76-76200-515340-00000000-	09654540	WELDING SUPPLIES (BLANKET)	91162	10/31/2023	20.32
	<b>Total Paid by Vendor</b>						<b>20.32</b>
	ATHENS UTILITIES	6000-76-76370-515700-00000000-	108-08250-01-1023	POP 09/18/23-10/18/23 LIFT STATION UTILITIES	90002025	11/7/2023	2,150.46
		6000-76-76370-515700-00000000-	108-26005-01-1023	POP 09/18/23-10/18/23 LIFT STATION UTILITIES	90002025	11/7/2023	41.31
		6000-76-76370-515700-00000000-	116-32200-01-1023	POP 09/20/23-10/19/23 LIFT STATION UTILITIES	90002025	11/7/2023	150.86
		6000-76-76370-515700-00000000-	136-68820-00-1023	POP 09/05/23-10/23/23 LIFT STATION UTILITIES	90002025	11/7/2023	62.40
		6000-76-76370-515700-00000000-	136-16500-01-1023	POP 09/21/23-10/23/23 LIFT STATION UTILITIES	90002025	11/7/2023	1,863.01
	<b>Total Paid by Vendor</b>						<b>4,268.04</b>

BELLSOUTH TELECOMMUNICATIONS LLC	6000-76-76100-515070-00000000-	256 534-5657-1023	POP 10/20/23-11/19/23 CMOM DATA FLOW LINES	91302	11/7/2023	256.73
	<b>Total Paid by Vendor</b>					<b>256.73</b>
BRENNTAG MID-SOUTH INC	6000-76-76110-515060-00000000-	BMS533137	PL6 TREATMENT CHEMICALS	91312	11/7/2023	5,574.60
	<b>Total Paid by Vendor</b>					<b>5,574.60</b>
CINTAS	6000-76-76100-515670-00000000-	4171910964	WPC UNIFORMS OCT-DEC 2023	91318	11/7/2023	1,552.20
	6000-76-76100-515670-00000000-	4171914279	WPC UNIFORMS OCT-DEC 2023	91318	11/7/2023	88.31
	6000-76-76100-515670-00000000-	4171766782	WPC UNIFORMS OCT-DEC 2023	91318	11/7/2023	76.75
	6000-76-76100-515670-00000000-	4171612670	WPC UNIFORMS OCT-DEC 2023	91318	11/7/2023	28.72
	6000-76-76100-515670-00000000-	4172104847	WPC UNIFORMS OCT-DEC 2023	91318	11/7/2023	39.86
	6000-76-76100-515670-00000000-	4171608083	WPC UNIFORMS OCT-DEC 2023	91318	11/7/2023	74.54
	<b>Total Paid by Vendor</b>					<b>1,860.38</b>
CORE & MAIN LP	6000-76-00000-526000-00000000-	T691541	INDIAN CREEK FORCE MAIN	91329	11/7/2023	3,791.08
	6000-76-00000-526000-00000000-	T738140	INDIAN CREEK FM	91329	11/7/2023	140.24
	6000-00-00000-140100-00000000-	T748052	INVENTORY	91329	11/7/2023	3,836.56
	6000-00-00000-140100-00000000-	T799416	INVENTORY	91329	11/7/2023	1,366.26
	6000-00-00000-140100-00000000-	T812100	INVENTORY	91329	11/7/2023	1,661.30
	6000-00-00000-140100-00000000-	T839150	INVENTORY	91329	11/7/2023	4,501.40
	6000-00-00000-140100-00000000-	T829236	INVENTORY	91329	11/7/2023	2,564.20
	6000-00-00000-140100-00000000-	T812158	INVENTORY	91329	11/7/2023	6,871.20
	6000-76-76200-515340-00000000-	T787015	MAINTENANCE	91329	11/7/2023	200.64
	6000-00-00000-140100-00000000-	T692813	INVENTORY	91329	11/7/2023	3,245.01
	6000-00-00000-140100-00000000-	R988415	INVENTORY	91329	11/7/2023	2,112.00
	<b>Total Paid by Vendor</b>					<b>30,289.89</b>
DUTCH OIL COMPANY INC	6000-76-76110-514010-00000000-	INV-202732	FUEL TANK/FUELING FACILITY OCT 23-MAR 24	90001984	10/31/2023	7,980.75
	6000-76-76110-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	148.90
	6000-76-76110-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	131.22
	6000-76-76110-514010-00000000-	INV-203262	POP 10/20/23 FUEL TANK/FUELING FACILITY	90002032	11/7/2023	719.80
	6000-76-76110-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	94.31
	6000-76-76110-514010-00000000-	INV-203212	POP 10/30/23 FUEL TANK/FUELING FACILITY	90002032	11/7/2023	7,372.65
	6000-76-76110-514010-00000000-	INV-203123	POP 10/23/23 FUEL TANK/FUELING FACILITY	90002032	11/7/2023	7,617.83
	6000-76-76110-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	53.54
	6000-76-76110-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	213.48
	<b>Total Paid by Vendor</b>					<b>24,332.48</b>
GRAYBAR ELECTRIC COMPANY	6000-76-76200-515340-00000000-	9334320892	PROTECTIVE GLOVES FOR ELECTRICIANS	91344	11/7/2023	160.32
	<b>Total Paid by Vendor</b>					<b>160.32</b>
HOME DEPOT USA INC	6000-00-00000-140100-00000000-	772493755	INVENTORY	91351	11/7/2023	1,338.85
	6000-00-00000-140100-00000000-	772493763	INVENTORY	91351	11/7/2023	367.20
	6000-00-00000-140100-00000000-	772709937	INVENTORY	91351	11/7/2023	148.12
	6000-00-00000-140100-00000000-	772929436	INVENTORY	91351	11/7/2023	571.44
	<b>Total Paid by Vendor</b>					<b>2,425.61</b>
INDUSTRIAL CONTRACTOR SUPPLY LLC	6000-76-76200-515340-00000000-	63430	SAFETY ITEMS,POWER TOOLS/CONST (BLANKET)	91197	10/31/2023	349.15
	6000-76-76200-515340-00000000-	63674	SAFETY ITEMS,POWER TOOLS/CONST	91365	11/7/2023	123.90
	6000-76-76200-515340-00000000-	63183	SAFETY ITEMS,POWER TOOLS/CONST	91365	11/7/2023	1,435.57
	<b>Total Paid by Vendor</b>					<b>1,908.62</b>
JAMES R HALL	6000-76-76110-513030-00000000-	63857	POP: 09/29/23 COM TX 101823/63857	91227	10/31/2023	85.00
	<b>Total Paid by Vendor</b>					<b>85.00</b>
MADISON COUNTY AUTO PARTS INC	6000-76-76110-513030-00000000-	251933	AUTO PARTS (BLANKET)	91203	10/31/2023	1,105.72
	6000-76-76110-513030-00000000-	251992	AUTO PARTS (BLANKET)	91203	10/31/2023	684.96
	6000-76-76110-513030-00000000-	252100	AUTO PARTS (BLANKET)	91203	10/31/2023	2,115.91
	6000-76-76110-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	77.38
	6000-76-76110-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	28.01
	6000-76-76110-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	80.12
	6000-76-76110-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	4.30
	6000-76-76110-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	15.94
	6000-76-76110-513030-00000000-	251840	NAPA TRX DATE 101923	91203	10/31/2023	4.88
	6000-76-76110-513030-00000000-	251951	NAPA TRX DATE 102323	91203	10/31/2023	4.30
	6000-76-76110-513030-00000000-	252002	NAPA TRX DATE 102423	91203	10/31/2023	4.30
	6000-76-76110-513030-00000000-	252002	NAPA TRX DATE 102423	91203	10/31/2023	4.88
	6000-76-76110-513030-00000000-	252200	AUTO PARTS (BLANKET)	91373	11/7/2023	4,650.20
	6000-76-76110-513030-00000000-	252218	AUTO PARTS (BLANKET)	91373	11/7/2023	652.46
	6000-76-76110-513030-00000000-	252273	AUTO PARTS (BLANKET)	91373	11/7/2023	60.93
	6000-76-76110-513030-00000000-	252341	NAPA TRX DATE 110223	91373	11/7/2023	61.37

	6000-76-76110-513030-00000000-	252341	NAPA TRX DATE 110223	91373	11/7/2023	12.28
	6000-76-76110-513030-00000000-	252341	NAPA TRX DATE 110223	91373	11/7/2023	42.40
	6000-76-76110-513030-00000000-	252341	NAPA TRX DATE 110223	91373	11/7/2023	83.22
	6000-76-76110-513030-00000000-	252413	AUTO PARTS (BLANKET)	91373	11/7/2023	642.00
	<b>Total Paid by Vendor</b>					<b>10,335.56</b>
MADISON COUNTY WATER DEPT	6000-76-76230-515700-00000000-	01127311-00 10/23/23	POP: 09/22/23-10/23/23 UTILITIES	91375	11/7/2023	2,935.51
	6000-76-76370-515700-00000000-	01098590-00 10/24/23	POP: 09/23/23-10/24/23 UTILITIES	91375	11/7/2023	10.47
	6000-76-76370-515700-00000000-	01155616-00 10/24/23	POP: 09/23/23-10/24/23 UTILITIES	91375	11/7/2023	10.40
	<b>Total Paid by Vendor</b>					<b>2,956.38</b>
MAXIM CRANE WORKS LP	6000-76-76110-513030-00000000-	57101898	TRUCK BED REMOVAL	91207	10/31/2023	500.00
	6000-76-76110-513030-00000000-	57101897	TRUCK BED REMOVAL	91207	10/31/2023	500.00
	<b>Total Paid by Vendor</b>					<b>1,000.00</b>
MCGRIFF TIRE CO INC	6000-76-76110-513030-00000000-	4660058536	POP: 09/25/2023 EM R & M EQ#050456 (OVER 25K GVWR)	90001998	10/31/2023	387.79
	6000-76-76110-513030-00000000-	4660058538	POP: 09/25/23EM R & M EQ# 021539	90001998	10/31/2023	736.00
	6000-76-76110-513030-00000000-	4660059774	POP: 10/19/23 EM R & M SKID STEER P2 (OFF ROAD)	90001998	10/31/2023	495.46
	6000-76-76110-513030-00000000-	4660059784	POP: 10/19/23 EM R & M EQ#040243 (OFF ROAD)	90001998	10/31/2023	130.00
	6000-76-76110-513030-00000000-	4660059987	POP: 06/28/23 EM R & M EQ#021384	90001998	10/31/2023	341.59
	6000-76-76110-513030-00000000-	4660060005	POP: 10/24/23EM R & M EQ#021727	90001998	10/31/2023	334.64
	6000-76-76110-513030-00000000-	4660060009	POP: 08/28/23EM R & M EQ#030711	90001998	10/31/2023	473.00
	6000-76-76110-513030-00000000-	4660060045	POP: 10/19/23 EM R & M EQ#080343	90001998	10/31/2023	406.00
	6000-76-76110-513030-00000000-	4660060016	POP: 09/15/23 R & M EQ#021562	90001998	10/31/2023	528.48
	6000-76-76110-513030-00000000-	4660059861	EM R & M EQ 080101 (TRAILER)	90001998	10/31/2023	166.04
	<b>Total Paid by Vendor</b>					<b>3,999.00</b>
OCR WATER & FIRE PROTECTION AUTHORITY	6000-76-76370-515700-00000000-	010-03293-01-103123	POP: 09/19/23-10/19/23 UTILITIES FY 24	91385	11/7/2023	18.08
	<b>Total Paid by Vendor</b>					<b>18.08</b>
P & H SUPPLY CO INC	6000-00-00000-140100-00000000-	4025	INVENTORY	91386	11/7/2023	3,130.00
	6000-00-00000-140100-00000000-	4024	INVENTORY	91386	11/7/2023	1,747.00
	<b>Total Paid by Vendor</b>					<b>4,877.00</b>
PRO-AIR SERVICES INC	6000-76-76250-513010-00000000-	101195	POP: 09/14/23 PL1 SERVICE UNIT	91217	10/31/2023	1,574.80
	<b>Total Paid by Vendor</b>					<b>1,574.80</b>
RELIABILITY POINT LLC	6000-76-76300-515340-00000000-	17827	TVI CAMERA REPAIR (SOLE SOURCE)	91225	10/31/2023	2,604.35
	<b>Total Paid by Vendor</b>					<b>2,604.35</b>
REPUBLIC SERVICES INC	6000-76-76200-515730-00000000-	0979-001059178	POP: 10/01/23-10/31/23 CONTAINERS OCT 23-MARCH 24	91410	11/7/2023	1,679.53
	<b>Total Paid by Vendor</b>					<b>1,679.53</b>
ROGERS GROUP INC	6000-00-00000-220400-00000000-	386422-91-2RET	2327-HENDERSON LANE PATCHING-FINAL RET	91230	10/31/2023	1,206.65
	6000-00-00000-220400-00000000-	386422-92-2RET	2327-OLD HWY 431 & PATCH UTIL LINE-FINAL RET	91230	10/31/2023	8,692.44
	<b>Total Paid by Vendor</b>					<b>9,899.09</b>
SOLID WASTE DISPOSAL AUTHORITY	6000-76-76200-515730-00000000-	T1006406	POP: 10/02/23-10/30/23 SOLID WASTE DISPOSAL	90002064	11/7/2023	24,182.29
	<b>Total Paid by Vendor</b>					<b>24,182.29</b>
T & V CLEANING SERVICES, LLC	6000-76-76100-515370-00000000-	007-10/29/23	WPC JANITORIAL SVCS FY24 (BLANKET)	90002010	10/31/2023	2,059.33
	<b>Total Paid by Vendor</b>					<b>2,059.33</b>
THE WW WILLIAMS COMPANY LLC	6000-76-76370-513040-00000000-	072W17647	ROME RD PS EMERGENCY GENERATOR REPAIR	91457	11/7/2023	1,601.75
	<b>Total Paid by Vendor</b>					<b>1,601.75</b>
THOMPSON TRACTOR COMPANY INC	6000-76-76110-513030-00000000-	SPI01368124	PARTS FOR HEAVY EQUIPMENT (BLANKET)	91243	10/31/2023	2,187.27
	6000-76-76110-513030-00000000-	TTC1-0951494	R & M EQ#050531	91243	10/31/2023	1,960.99
	<b>Total Paid by Vendor</b>					<b>4,148.26</b>
TURF-TECHS LAWN SERVICE LLC	6000-76-76110-513010-00000000-	100229	WPC ADMIN (BLANKET)	91437	11/7/2023	159.00
	<b>Total Paid by Vendor</b>					<b>159.00</b>
VULCAN MATERIALS CO	6000-76-76300-516030-00000000-	51429526	POINT REPAIR (BLANKET)	90002016	10/31/2023	537.93
	6000-76-76300-516030-00000000-	51429527	POINT REPAIR (BLANKET)	90002016	10/31/2023	519.44
	6000-76-76300-516030-00000000-	51429528	POINT REPAIR (BLANKET)	90002016	10/31/2023	969.37
	6000-76-76300-516030-00000000-	51429529	POINT REPAIR (BLANKET)	90002016	10/31/2023	1,053.14
	6000-76-76300-516030-00000000-	51429530	POINT REPAIR (BLANKET)	90002016	10/31/2023	481.08
	6000-76-76300-516030-00000000-	51429531	POINT REPAIR (BLANKET)	90002016	10/31/2023	483.17
	6000-76-76300-516030-00000000-	51429532	POINT REPAIR (BLANKET)	90002016	10/31/2023	486.02
	6000-76-76300-516030-00000000-	51433195	POINT REPAIR (BLANKET)	90002072	11/7/2023	709.33
	6000-76-76300-516030-00000000-	51435734	POINT REPAIR (BLANKET)	90002072	11/7/2023	825.73
	6000-76-76300-516030-00000000-	51435735	POINT REPAIR (BLANKET)	90002072	11/7/2023	488.11
	<b>Total Paid by Vendor</b>					<b>6,553.32</b>
WHITE CAP LP	6000-76-76110-515610-00000000-	50024315493	MAINTENANCE TOOLS	91452	11/7/2023	491.40
	6000-00-00000-140100-00000000-	50024347844	INVENTORY	91452	11/7/2023	912.60
	6000-76-76110-515610-00000000-	50024351375	MAINTENANCE TOOLS	91452	11/7/2023	204.75

		6000-76-76110-515610-00000000-	50024373460	MAINTENANCE TOOLS	91452	11/7/2023	181.80
		<b>Total Paid by Vendor</b>					<b>1,790.55</b>
	<b>Total by Fund 6000</b>						<b>150,860.28</b>
6010	GARVER LLC	6010-76-00000-526000-00000000-	23502330-6	POP: 10/1/23-10/13/23-LAND SURVEY SVCS-SS MANHOLE	90001987	10/31/2023	5,200.00
		6010-76-00000-526000-00000000-	2301447-4	POP: THRU 10/13/23-2023 WPC ON-CALL SURVEYING SVCS	90002035	11/7/2023	25,467.50
		<b>Total Paid by Vendor</b>					<b>30,667.50</b>
	THOMPSON TRACTOR COMPANY INC	6010-76-00000-526000-00000000-	TR20062-001	POP: 08/22/23-08/23/23 MULCHER RENTAL (BLANKET)	91243	10/31/2023	493.70
		<b>Total Paid by Vendor</b>					<b>493.70</b>
	WEAVER ENVIRONMENTAL SERVICES INC	6010-76-00000-526000-00000000-	APPL #1 HOLLADAY	#1, POP: 09/13/23-09/16/23-EMERGENCY MANHOLE REHAB	91450	11/7/2023	12,084.47
		<b>Total Paid by Vendor</b>					<b>12,084.47</b>
	<b>Total by Fund 6010</b>						<b>43,245.67</b>
6020	HYDRA SERVICE INC	6020-76-00000-526000-00000000-	172986	SPRING BRANCH P1A PUMP STATION	90001993	10/31/2023	17,254.06
		<b>Total Paid by Vendor</b>					<b>17,254.06</b>
	JASH USA INC	6020-76-00000-526000-00000000-	RH8126.1	BIG COVE OXIDATION DITCH REPAIR (SOLE SOURCE)	91229	10/31/2023	5,600.00
		<b>Total Paid by Vendor</b>					<b>5,600.00</b>
	TEMPLETON & ASSOCIATES ENGINEERING SALES INC	6020-76-00000-526000-00000000-	24672	PL2 SEEPEX PUMP REBUILD (SOLE SOURCE)	91430	11/7/2023	11,425.90
		<b>Total Paid by Vendor</b>					<b>11,425.90</b>
	<b>Total by Fund 6020</b>						<b>34,279.96</b>
6030	CORE & MAIN LP	6030-71-00000-526000-00000000-	T718742	FREEDOM INDUSTRIAL PARK SS EXT	91329	11/7/2023	3,077.00
		6030-71-00000-526000-00000000-	T711064	FREEDOM INDUSTRIAL PARK SS EXT	91329	11/7/2023	22,695.22
		6030-71-00000-526000-00000000-	T712187	FREEDOM INDUSTRIAL PARK SS EXT	91329	11/7/2023	49,522.02
		<b>Total Paid by Vendor</b>					<b>75,294.24</b>
	COWIN EQUIPMENT CO INC	6030-71-00000-526000-00000000-	RSA031130 2	CHASE CREEK SS	91331	11/7/2023	21,000.00
		<b>Total Paid by Vendor</b>					<b>21,000.00</b>
	MCCORD CONSTRUCTION	6030-71-00000-526000-00000000-	2214	PARKWAY DRIVING RANGE FM EXTENSION	90001997	10/31/2023	5,606.90
		<b>Total Paid by Vendor</b>					<b>5,606.90</b>
	OSBORN CONCRETE CUTTING	6030-71-00000-526000-00000000-	19930	CHASE CREEK SS EXT (BLANKET)	90002001	10/31/2023	1,050.00
		6030-71-00000-526000-00000000-	19944	CHASE CREEK SS EXT (BLANKET)	90002001	10/31/2023	525.00
		6030-71-00000-526000-00000000-	19972	CHASE CREEK SS EXT (BLANKET)	90002054	11/7/2023	700.00
		6030-71-00000-526000-00000000-	19973	CHASE CREEK SS EXT (BLANKET)	90002054	11/7/2023	525.00
		<b>Total Paid by Vendor</b>					<b>2,800.00</b>
	UNITED RENTALS NORTH AMERICA INC	6030-71-00000-526000-00000000-	225727394-001	POP: 10/01/23-10/29/23 CHASE CREEK SS EXT	91253	10/31/2023	5,428.90
		6030-71-00000-526000-00000000-	225727956-001	POP: 10/01/23-10/29/23 PULASKI PIKE GRAVITY SEWER	91253	10/31/2023	4,242.00
		<b>Total Paid by Vendor</b>					<b>9,670.90</b>
	VULCAN MATERIALS CO	6030-71-00000-526000-00000000-	51429533	CHASE CREEK SS EXT (BLANKET)	90002016	10/31/2023	1,454.39
		6030-71-00000-526000-00000000-	51433192	CHASE CREEK SS EXT (BLANKET)	90002072	11/7/2023	3,332.70
		6030-71-00000-526000-00000000-	51435736	CHASE CREEK SS EXT (BLANKET)	90002072	11/7/2023	966.53
		<b>Total Paid by Vendor</b>					<b>5,753.62</b>
	WILMER & LEE PA	6030-71-00000-526000-00000000-	225539267	POP: 09/19/23-09/21/23 VARIOUS PROJECTS-LEGAL	91255	10/31/2023	64.50
		6030-71-00000-526000-00000000-	225539255	POP: 10/03/23-10/13/23 PROJECTS-LEGAL SERVICES	91255	10/31/2023	1,170.00
		<b>Total Paid by Vendor</b>					<b>1,234.50</b>
	<b>Total by Fund 6030</b>						<b>121,360.16</b>
6040	ROGERS GROUP INC	6040-00-00000-520400-00000000-	386422-52-2RET	2327-DUPREE WORTHY RD PATCHING-FINAL RET	91414	11/7/2023	7,971.63
		<b>Total Paid by Vendor</b>					<b>7,971.63</b>
	WILMER & LEE PA	6040-71-00000-526000-00000000-	PULASKI PIKE TRCT 1	PULASKI PIKE GRAVITY SWR IMPROVEMENT TRCT 1	91256	10/31/2023	1,248.75
		<b>Total Paid by Vendor</b>					<b>1,248.75</b>
	<b>Total by Fund 6040</b>						<b>9,220.38</b>
6050	ALL PHASE ELECTRIC SUPPLY	6050-76-00000-526000-00000000-	3278-1048774	565 PS PROJECT (3 QUOTES)	91158	10/31/2023	12,750.00
		<b>Total Paid by Vendor</b>					<b>12,750.00</b>
	CORE & MAIN LP	6050-76-00000-526000-00000000-	T821347	PL4 EXPANSION PROJECT POST HYDRANTS	91329	11/7/2023	6,746.76
		<b>Total Paid by Vendor</b>					<b>6,746.76</b>
	OSBORN CONCRETE CUTTING	6050-76-00000-526000-00000000-	19922	PL4 EXPANSION PROJECT (BLANKET)	90002001	10/31/2023	1,400.00
		6050-76-00000-526000-00000000-	19923	PL4 EXPANSION PROJECT (BLANKET)	90002001	10/31/2023	1,400.00
		<b>Total Paid by Vendor</b>					<b>2,800.00</b>
	<b>Total by Fund 6050</b>						<b>22,296.76</b>
6200	ALL SHARPE INC	6200-55-55200-513030-00000000-	50425	COM TX 102323/50425	91159	10/31/2023	120.00
		<b>Total Paid by Vendor</b>					<b>120.00</b>
	ALLGAS INC	6200-55-55200-514010-00000000-	3677023	POP 10/31/23 PROPANE FOR SANITATION	91296	11/7/2023	25.10
		<b>Total Paid by Vendor</b>					<b>25.10</b>
	DUTCH OIL COMPANY INC	6200-55-55200-514010-00000000-	CFN-27450	FUELING TRANS DATED 101923	90002032	11/7/2023	3,628.49
		6200-55-55200-514010-00000000-	CFN-27496	FUELING TRANS DATED 102323	90002032	11/7/2023	3,649.02
		6200-55-55200-514010-00000000-	CFN-27526	FUELING TRANS DATED 102423	90002032	11/7/2023	4,196.56



	6200-55-55200-514010-00000000-	CFN-27542	FUELING TRANS DATED 102523	90002032	11/7/2023	4,397.85
	6200-55-55200-514010-00000000-	CFN-27558	FUELING TRANS DATED 102623	90002032	11/7/2023	3,800.12
	6200-55-55200-514010-00000000-	CFN-27599	FUELING TRANS DATED 103023	90002032	11/7/2023	3,670.95
	6200-55-55200-514010-00000000-	CFN-27619	FUELING TRANS DATED 103123	90002032	11/7/2023	3,803.45
	<b>Total Paid by Vendor</b>					<b>27,146.44</b>
FREIGHTLINER OF ARIZONA LLC	6200-55-55200-513030-00000000-	RA380010059:01	COM TX 103023/RA380010059:01	91442	11/7/2023	1,838.20
	6200-55-55200-513030-00000000-	RA380010059:01	COM TX 103023/RA380010059:01	91442	11/7/2023	7,762.22
	6200-55-55200-513030-00000000-	RA380010059:01	COM TX 103023/RA380010059:01	91442	11/7/2023	220.58
	<b>Total Paid by Vendor</b>					<b>9,821.00</b>
GERSHMAN BRICKNER & BRATTON INC	6200-55-55200-515370-00000000-	P230086-000000000004	POP THRU 09/30/23 SOLID WASTER RATE STUDY	90001988	10/31/2023	10,012.99
	6200-55-55200-515370-00000000-	P230086-000000000002	POP: 07/01/23-07/31/23-RES 23-598 SOLID WASTE RATE	90002036	11/7/2023	6,570.00
	<b>Total Paid by Vendor</b>					<b>16,582.99</b>
INDUSTRIAL CONTRACTOR SUPPLY LLC	6200-55-55200-515340-00000000-	63569	FY24 NON BID ITEMS--BLANKET (SANITATION)	91365	11/7/2023	161.40
	<b>Total Paid by Vendor</b>					<b>161.40</b>
JAMES R HALL	6200-55-55200-513030-00000000-	63905	COM TX 101823/63905	91227	10/31/2023	50.00
	6200-55-55200-513030-00000000-	63905	COM TX 101823/63905	91227	10/31/2023	4.50
	6200-55-55200-513030-00000000-	64002-10/13/23	COM TX 102323/64002	91227	10/31/2023	54.50
	<b>Total Paid by Vendor</b>					<b>109.00</b>
JC TRUCK REPAIR	6200-55-55200-513030-00000000-	02040	COM TX 101923/02040	91199	10/31/2023	214.50
	6200-55-55200-513030-00000000-	02040	COM TX 101923/02040	91199	10/31/2023	1,147.01
	6200-55-55200-513030-00000000-	02040	COM TX 101923/02040	91199	10/31/2023	25.00
	6200-55-55200-513030-00000000-	02040	COM TX 101923/02040	91199	10/31/2023	48.00
	6200-55-55200-513030-00000000-	02037	COM TX 102323/02037	91199	10/31/2023	2,310.00
	6200-55-55200-513030-00000000-	02037	COM TX 102323/02037	91199	10/31/2023	1,387.60
	6200-55-55200-513030-00000000-	02037	COM TX 102323/02037	91199	10/31/2023	1,726.01
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KENWORTH OF HUNTSVILLE	6200-55-55200-513030-00000000-	0640648636	COM TX 101823/0640648636	91250	10/31/2023	58.30
	6200-55-55200-513030-00000000-	0640648636	COM TX 101823/0640648636	91250	10/31/2023	277.50
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LAINE FEDERAL SOLUTIONS, INC.	6200-55-55200-515370-00000000-	16011A	POP 09/01/23-09/24/23 SANITATION TEMP SERVICES	91368	11/7/2023	3,256.00
	6200-55-55200-515370-00000000-	16059A	POP 09/25/23-10/01/23 SANITATION TEMP SERVICES	91368	11/7/2023	814.00
	6200-55-55200-515370-00000000-	16076A	POP 10/02/23-10/08/23 SANI TEMP SERVICES	91368	11/7/2023	814.00
	6200-55-55200-515370-00000000-	16091	POP 10/09/23-10/15/23 TEMP SERVICES (1ST QTR) SANI	91368	11/7/2023	814.00
	6200-55-55200-515370-00000000-	16132	POP 10/16/23-10/22/23 TEMP SERVICES SANI	91368	11/7/2023	814.00
	6200-55-55200-515370-00000000-	16159	POP 10/23/23-10/29/23 TEMP SERVICES SANI	91368	11/7/2023	814.00
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	6200-55-55200-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	20.88
	6200-55-55200-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	6.19
	6200-55-55200-513030-00000000-	251803	NAPA TRX DATE 101823	91203	10/31/2023	441.98
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6200-55-55200-513030-00000000-	4230006002	COM TX 101923/4230006002	90001978	10/31/2023	75.00
6200-55-55200-513030-00000000-	4230006002	COM TX 101923/4230006002	90001978	10/31/2023	33.00
6200-55-55200-513030-00000000-	4230006003	COM TX 101923/4230006003	90001978	10/31/2023	33.00
6200-55-55200-513030-00000000-	4230006004	COM TX 101923/4230006004	90001978	10/31/2023	33.00
6200-55-55200-513030-00000000-	4230006005	COM TX 101923/4230006005	90001978	10/31/2023	56.00
6200-55-55200-513030-00000000-	4230006055	COM TX 101923/4230006055	90001978	10/31/2023	75.00
6200-55-55200-513030-00000000-	4230006055	COM TX 101923/4230006055	90001978	10/31/2023	28.00
6200-55-55200-513030-00000000-	4230006057	COM TX 101923/4230006057	90001978	10/31/2023	75.00
6200-55-55200-513030-00000000-	4230006057	COM TX 101923/4230006057	90001978	10/31/2023	140.00
6200-55-55200-513030-00000000-	4230006058	COM TX 101923/4230006058	90001978	10/31/2023	56.00
6200-55-55200-513030-00000000-	4230006059	COM TX 101923/4230006059	90001978	10/31/2023	112.00
6200-55-55200-513030-00000000-	4230006060	COM TX 101923/4230006060	90001978	10/31/2023	75.00
6200-55-55200-513030-00000000-	4230006060	COM TX 101923/4230006060	90001978	10/31/2023	56.00
6200-55-55200-513030-00000000-	4230006061	COM TX 101923/4230006061	90001978	10/31/2023	28.00
6200-55-55200-513030-00000000-	4230006062	COM TX 101923/4230006062	90001978	10/31/2023	168.00
6200-55-55200-513030-00000000-	4230006076	COM TX 101923/4230006076	90001978	10/31/2023	75.00
6200-55-55200-513030-00000000-	4230006076	COM TX 101923/4230006076	90001978	10/31/2023	28.00
6200-55-55200-513030-00000000-	4230006097	COM TX 101923/4230006097	90001978	10/31/2023	33.00
6200-55-55200-513030-00000000-	4230006097	COM TX 101923/4230006097	90001978	10/31/2023	5.00

Page Number  
54

		6200-55-55200-513030-00000000-	4230006437	COM TX 103023/4230006437	90002027	11/7/2023	38.00
		6200-55-55200-513030-00000000-	4230006438	COM TX 103023/4230006438	90002027	11/7/2023	56.00
		6200-55-55200-513030-00000000-	4230006439	COM TX 103023/4230006439	90002027	11/7/2023	33.00
		6200-55-55200-513030-00000000-	4230006440	COM TX 103023/4230006440	90002027	11/7/2023	56.00
		6200-55-55200-513030-00000000-	4230006441	COM TX 103023/4230006441	90002027	11/7/2023	33.00
		6200-55-55200-513030-00000000-	4230006446	COM TX 103023/4230006446	90002027	11/7/2023	28.00
		6200-55-55200-513030-00000000-	4230006446	COM TX 103023/4230006446	90002027	11/7/2023	75.00
		6200-55-55200-513030-00000000-	4230006447	COM TX 103023/4230006447	90002027	11/7/2023	56.00
		<b>Total Paid by Vendor</b>					<b>8,425.00</b>
	STAPLES INC	6200-55-55200-515340-00000000-	3551229895	A.WILSON/4205 E. SCHRIMSHER LN/2568833998	90002008	10/31/2023	63.42
		6200-55-55200-515340-00000000-	3551229896	A.WILSON/4205 E. SCHRIMSHER LN/2568833998	90002008	10/31/2023	63.86
		<b>Total Paid by Vendor</b>					<b>127.28</b>
	TENNESSEE VALLEY FENCE INC	6200-55-55200-513030-00000000-	C-20961	COM TX 101923/C-20961	90002011	10/31/2023	630.00
		<b>Total Paid by Vendor</b>					<b>630.00</b>
	TOTER LLC	6200-55-55200-513040-00000000-	20INV000465838	96 GALLON GARBAGE CARTS FOR STOCK (SOURCEWELL)	91248	10/31/2023	23,722.00
		6200-55-55200-513040-00000000-	20INV000467562	96 GALLON GARBAGE CARTS FOR STOCK (SOURCEWELL)	91434	11/7/2023	23,664.75
		6200-55-55200-513040-00000000-	20INV000469080	96 GALLON GARBAGE CARTS FOR STOCK (SOURCEWELL)	91434	11/7/2023	20,896.25
		<b>Total Paid by Vendor</b>					<b>68,283.00</b>
	<b>Total by Fund 6200</b>						<b>176,126.07</b>
7000	BLUE CROSS AND BLUE SHIELD OF ALABAMA	7000-16-00000-517010-00000000-	HEALTH CLMS 10/23-27	POP: 10/23/23-10/27/23 HEALTH CLAIMS	90001979	10/31/2023	94,766.60
		7000-16-00000-517015-00000000-	HEALTH CLMS 10/23-27	POP: 10/23/23-10/27/23 HEALTH CLAIMS	90001979	10/31/2023	52,157.09
		7000-16-00000-517010-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	68,824.54
		7000-16-00000-517015-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	78,060.03
		7000-16-00000-517025-00000000-	HEALTHCLM 10/30-11/3	POP: 10/30-11/03/23 HEALTH CLAIMS	90002028	11/7/2023	29.23
		<b>Total Paid by Vendor</b>					<b>293,837.49</b>
	PARTNERS MANAGING GENERAL UNDERWRITERS	7000-16-00000-517040-00000000-	US1573512-102023	POP: NOVEMBER CITY'S GROUP HEALTH REINSURANCE	90002055	11/7/2023	17,652.44
		<b>Total Paid by Vendor</b>					<b>17,652.44</b>
	<b>Total by Fund 7000</b>						<b>311,489.93</b>
<b>Grand Total</b>							<b>27,334,866.68</b>

VENDOR	ACCOUNT	CK NUM	CK DATE	CK RUN	CK AMT	PAYEE
1 CLAIM PAYMENTS	0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000-					
2 REFUND PAYMENTS	0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000-	91409 91408 91407 91406 91405 91404 91403 91402 91401 91400 91399 91223 91222	11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 11/07/2023 10/31/2023 10/31/2023	110723A 110723A 110723A 110723A 110723A 110723A 110723A 110723A 110723A 110723A 110723A 110723A 103123A 103123A	1,400.00 1,000.00 1,000.00 925.00 636.00 611.00 500.00 224.00 200.00 199.00 165.00 88.00 1,059.19	TORRE J. FOSS PEDRO E. PINTO ANTHONY K BALLARD ROGER D. BANKS CHAOFENG ZHANG ESTUARDO GOMEZ THOMAS J. WEAVER SUZETTE DANIELS ANTONIA D. PINCHEON CARLOS A. HERREJON GARCIA LINDA FLETCHER ACS NA, LLC STONE AGE KOREAN BBQ LLC
3 REIMBURSEMENT PAYMENTS	0001-00-00000-110004-00000000- 0001-00-00000-110004-00000000-	91224	10/31/2023	103123A	7,200.00	JOHN ASHBURN

PRJ 10/26/23 - 11/10/23

FUND 0001 (Should only be fund "0001")

Sum of JOURNAL AMOUNT		Column Labels	
Row Labels	DT FUND	11/03/23	Grand Total
101000	1000	\$4,339,085.14	\$4,339,085.14
101005	1005	(\$1,222,967.20)	(\$1,222,967.20)
102000	2000	\$200,349.42	\$200,349.42
102100	2100	\$54,558.67	\$54,558.67
102500	2500	\$5,262.80	\$5,262.80
103900	3900	\$26,575.66	\$26,575.66
103910	3910	\$55,281.12	\$55,281.12
103930	3930	\$42,351.00	\$42,351.00
106000	6000	\$454,706.70	\$454,706.70
106200	6200	\$299,656.39	\$299,656.39
110004	IONS	(\$4,254,859.70)	(\$4,254,859.70)
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:** 11/16/2023

**File ID:** 2023-910

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**Department:** Engineering

**Subject:**

**Type of Action:** Nomination

Nomination to appoint Alvie Garrett to the Huntsville Tennis Center Board of Control, Place 5, to the seat previously held by Kevin Jose, for a three (3) year term to expire on November 28, 2026.

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

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**



**RESOLUTION NO. 23 -**

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

**WHEREAS**, a vacancy exists, or will exist, on the Huntsville Tennis Center Board of Control, Place 5, due to the expiration of the term of Kevin Jose.

**NOW, THEREFORE, BE IT RESOLVED** that Alvie Garrett is hereby reappointed to fill said vacancy, said appointment to become effective on November 29, 2023, and expiring on November 28, 2026.

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 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:** 11/16/2023

**File ID:** 2023-918

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**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Resolution consenting to the vacation of a right-of-way along Hagey Drive. (Porter) (Introduced October 12, 2023, Regular Council Meeting)

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-\_\_\_\_\_**

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

1. That the Marcye L. Porter, Nathan Michael McCall and wife Kortni Grace McCall, Katherine C. Plexico, and Traymore Properties, LLC, are the sole landowners abutting the property hereinafter described, made application for the vacation of that certain Right-of-way more particularly described as follows (the "Right-of-way" or the "Property"):

**See Exhibit "A" attached hereto and incorporated herein.**

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

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

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

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

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

**NOW THEREFORE**, be it resolved by the City Council of the City of Huntsville that they do hereby assent to the said vacation of the herein described portion of Right-of-way and

that the above described Property be and the same is hereby vacated and annulled and all public rights therein divested of the Property.

**ADOPTED** this the 16th day of November, 2023.

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President of the City Council  
City of Huntsville, Alabama

**APPROVED** this the 16th day of November, 2023.

---

TOMMY BATTLE  
Mayor of the City of Huntsville, Alabama

## **EXHIBIT A**

### **Legal Description of Right-of-Way and Utility and Drainage Easement**

#### Right-of-Way Easement:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, North 87 Degrees 59 Minutes West for a distance of 200.00 feet to a point, said point also being the Southwest Corner of Lot 7, Block 8 of the above referenced subdivision and along the right of way of Garth Road; thence South 02 Degrees 01 Minute West for a distance of 50.00 feet to a point; thence South 87 Degrees 59 East for a distance of 200.00 feet to a point; thence North 02 Degrees 01 Minute East for a distance of 50.00 feet back to the Point of Beginning

*And*

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, South 85 Degrees 27 Minutes 17 Seconds East for a distance of 200.63 feet to a point, said point also being the Southeast Corner of Lot 1 of the above referenced subdivision and along the right of way of Dunsmore Street; thence South 05 Degrees 08 Minutes 53 Seconds West for a distance of 50.12 feet to a point; thence North 85 Degrees 26 Minutes 30 Seconds West for a distance of 200.10 feet to a point; thence North 04 Degrees 32 Minutes 32 Seconds East for a distance of 50.07 feet back to the Point of Beginning

#### Utility and Drainage Easement:

A 10' public utility and drainage easement taken from the north side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence North 85 27'17" West for a distance of 200.63 feet to a point, said point also being the Southeast corner of said Lot.

### **Legal Description of Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 02 Degrees 01 Minute West for a distance of 25.00 to the Point of Beginning; thence from the Point of Beginning, North 87 Degrees 59 Minutes Seconds West for a distance of 200.00 feet to a point; said point also being along the right of way of Garth Road



*And*

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 04 Degrees 32 Minutes 32 Seconds West for a distance of 25.04 feet to the Point of Beginning; thence from the Point of Beginning, South 84 Degrees 48 Minutes 02 Seconds East for a distance of 200.56 feet to a point; said point also being along the right of way of Dunsmore Street



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-919

---

**Department:** Planning

**Subject:**

**Type of Action:** Approval/Action

Ordinance vacating a right-of-way along Hagey Drive. (Porter) (Introduced October 12, 2023, Regular Council Meeting)

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:**



INTRODUCED

ADOPTED

**ORDINANCE NO. \_**

**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 certain rights-of-ways; that the applicants have represented to the City of Huntsville that **Marcy L. Porter, Nathan Michael McCall and Kortni Grace McCall, Katherine C. Plexico, and Traymore Properties, L.L.C.,** are the owners of the property across which said rights-of-ways lie; that said rights-of-ways, 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 quitclaim deeds vacating the rights-of-ways hereinafter described, said deeds being substantially in words and figures as follows, to-wit:

**This Instrument Prepared By:**

Allie C. Tucker, Esq.  
Butler Snow LLP  
200 West Side Sq., Suite 100  
Huntsville, AL 35801  
(256) 936-5611

**Send Tax Notice To:**

Marcy L. Porter  
4117 Garth Rd. SE  
Huntsville, Alabama 35802

**STATE OF ALABAMA        )**

**COUNTY OF MADISON     )**

**QUITCLAIM DEED**  
**FOR VACATION OF RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (“Grantor”), hereby remises, releases, and quitclaims unto **MARCYE L. PORTER**, a married woman (the “Grantee”), all of its interest in or to the following described real estate, situated in Madison County, Alabama, to-wit:

**See attached Exhibit “A” attached hereto and incorporated by reference.**

Grantor does hereby except from this conveyance and reserve unto itself, its successors and assigns, a non-exclusive twenty-foot (20’) easement for public utility and drainage over and under the real property, described as follows:

**See attached Exhibit “B” attached hereto and incorporated by reference.**

**THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH INFORMATION SUPPLIED TO THE PREPARER. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED BY EITHER GRANTOR OR GRANTEEES, AND NONE WAS CONDUCTED AND/OR RENDERED.**

Pursuant to the provisions of Ala. Code §40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor’s Address:	P.O. Box 308, Huntsville, AL 35804
Grantee’s Address:	4117 Garth Rd. SE, Huntsville, AL 35804
Property Address:	N/A
Purchase Price:	N/A – Vacation of Right of Way

**TO HAVE AND TO HOLD**, to the said Grantee, her successors, heirs and assigns, forever.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be signed on its behalf by its Mayor and attested by its City Clerk. - this the 16 day of November, 2023.

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

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

ATTEST:

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

**Exhibit "A"**

**Legal Description of Property**

The North one-half of the following described right-of-way:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, North 87 Degrees 59 Minutes West for a distance of 200.00 feet to a point, said point also being the Southwest Corner of Lot 7, Block 8 of the above referenced subdivision and along the right of way of Garth Road; thence South 02 Degrees 01 Minute West for a distance of 50.00 feet to a point; thence South 87 Degrees 59 East for a distance of 200.00 feet to a point; thence North 02 Degrees 01 Minute East for a distance of 50.00 feet back to the Point of Beginning

**Exhibit "B"**

**Legal Description of the Public Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 02 Degrees 01 Minute West for a distance of 25.00 to the Point of Beginning; thence from the Point of Beginning, North 87 Degrees 59 Minutes Seconds West for a distance of 200.00 feet to a point; said point also being along the right of way of Garth Road



**This Instrument Prepared By:**

Allie C. Tucker, Esq.  
Butler Snow LLP  
200 West Side Sq., Suite 100  
Huntsville, AL 35801  
(256) 936-5611

**Send Tax Notice To:**

Marcy L. Porter  
4117 Garth Rd. SE  
Huntsville, Alabama 35802

**STATE OF ALABAMA        )**

**COUNTY OF MADISON     )**

**QUITCLAIM DEED**  
**FOR VACATION OF RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation ("Grantor"), hereby remises, releases, and quitclaims unto **MARCYE L. PORTER**, a married woman (the "Grantee"), all of its interest in or to the following described real estate, situated in Madison County, Alabama, to-wit:

**See attached Exhibit "A" attached hereto and incorporated by reference.**

Grantor does hereby except from this conveyance and reserve unto itself, its successors and assigns, a non-exclusive twenty-foot (20') easement for public utility and drainage over and under the real property, described as follows:

**See attached Exhibit "B" attached hereto and incorporated by reference.**

**THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH INFORMATION SUPPLIED TO THE PREPARER. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED BY EITHER GRANTOR OR GRANTEEES, AND NONE WAS CONDUCTED AND/OR RENDERED.**

Pursuant to the provisions of Ala. Code §40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantee's Address:	4117 Garth Rd. SE, Huntsville, AL 35804
Property Address:	N/A
Purchase Price:	N/A – Vacation of Right of Way

**TO HAVE AND TO HOLD**, to the said Grantee, her successors, heirs and assigns, forever.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be signed on its behalf by its Mayor and attested by its City Clerk. --- this the 16th day of November, 2023.

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

By: Tommy Battle, Mayor

ATTEST:

By: Shaundrika Edwards, City Clerk

**Exhibit "A"**

**Legal Description of Property**

The North one-half of the following described right-of-way:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, North 87 Degrees 59 Minutes West for a distance of 200.00 feet to a point, said point also being the Southwest Corner of Lot 7, Block 8 of the above referenced subdivision and along the right of way of Garth Road; thence South 02 Degrees 01 Minute West for a distance of 50.00 feet to a point; thence South 87 Degrees 59 East for a distance of 200.00 feet to a point; thence North 02 Degrees 01 Minute East for a distance of 50.00 feet back to the Point of Beginning

**Exhibit "B"**

**Legal Description of the Public Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 02 Degrees 01 Minute West for a distance of 25.00 to the Point of Beginning; thence from the Point of Beginning, North 87 Degrees 59 Minutes Seconds West for a distance of 200.00 feet to a point; said point also being along the right of way of Garth Road

**This Instrument Prepared By:**

Allie C. Tucker, Esq.  
Butler Snow LLP  
200 West Side Sq., Suite 100  
Huntsville, AL 35801  
(256) 936-5611

**Send Tax Notice To:**

Nathan Michael McCall & Kortni Grace McCall  
4203 Garth Rd. SE  
Huntsville, AL 35801

**STATE OF ALABAMA        )**

**COUNTY OF MADISON     )**

**QUITCLAIM DEED**  
**FOR VACATION OF RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation ("Grantor"), hereby remises, releases, and quitclaims unto **NATHAN MICHAEL MCCALL and KORTNI GRACE MCCALL**, husband and wife, (collectively, the "Grantees"), all of its interest in or to the following described real estate, situated in Madison County, Alabama, to-wit:

**See attached Exhibit "A" attached hereto and incorporated by reference.**

Grantor does hereby except from this conveyance and reserve unto itself, its successors and assigns, a non-exclusive twenty-foot (20') easement for public utility and drainage over and under the real property, described as follows:

**See attached Exhibit "B" attached hereto and incorporated by reference.**

**THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH INFORMATION SUPPLIED TO THE PREPARER. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED BY EITHER GRANTOR OR GRANTEES, AND NONE WAS CONDUCTED AND/OR RENDERED.**

Pursuant to the provisions of Ala. Code §40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantees' Address:	4203 Garth Rd. SE, Huntsville, AL 35904
Property Address:	N/A
Purchase Price:	N/A – Vacation of Right of Way

**TO HAVE AND TO HOLD**, to the said Grantees, their successors, heirs and assigns, forever.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be signed on its behalf by its Mayor and attested by its City Clerk-\_\_\_\_\_; this the 16th day of November, 2023.

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

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

ATTEST:

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

**Exhibit "A"**

**Legal Description of Property**

The South one-half of the following described right-of-way:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, North 87 Degrees 59 Minutes West for a distance of 200.00 feet to a point, said point also being the Southwest Corner of Lot 7, Block 8 of the above referenced subdivision and along the right of way of Garth Road; thence South 02 Degrees 01 Minute West for a distance of 50.00 feet to a point; thence South 87 Degrees 59 East for a distance of 200.00 feet to a point; thence North 02 Degrees 01 Minute East for a distance of 50.00 feet back to the Point of Beginning

**Exhibit "B"**

**Legal Description of the Public Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southeast Corner of Lot 7, Block 8 of Greenwycke Village subdivision as recorded in Plat Book 1, Page 296 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 02 Degrees 01 Minute West for a distance of 25.00 to the Point of Beginning; thence from the Point of Beginning, North 87 Degrees 59 Minutes Seconds West for a distance of 200.00 feet to a point; said point also being along the right of way of Garth Road



**This Instrument Prepared By:**

Allie C. Tucker, Esq.  
Butler Snow LLP  
200 West Side Sq., Suite 100  
Huntsville, AL 35801  
(256) 936-5611

**Send Tax Notice To:**

Katherine C. Plexico  
2702 Chandler Cir. SE  
Huntsville, AL 35801-1486

**STATE OF ALABAMA        )**

**COUNTY OF MADISON     )**

**QUITCLAIM DEED**  
**FOR VACATION OF RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (“Grantor”), hereby remises, releases and quitclaims unto **KATHERINE C. PLEXICO**, a \_\_\_\_\_ woman, (the “Grantee”), all of its interest in or to the following described real estate, situated in Madison County, Alabama, to-wit:

**See attached Exhibit “A” attached hereto and incorporated by reference.**

Grantor does hereby except from this conveyance and reserve unto itself, its successors and assigns, a non-exclusive twenty-foot (20’) easement for public utility and drainage over and under the real property, described as follows:

**See attached Exhibit “B” attached hereto and incorporated by reference.**

**THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH INFORMATION SUPPLIED TO THE PREPARER. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED BY EITHER GRANTOR OR GRANTEES, AND NONE WAS CONDUCTED AND/OR RENDERED.**

Pursuant to the provisions of Ala. Code §40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor’s Address:	P.O. Box 308, Huntsville, AL 35804
Grantees’ Addresses:	2702 Chandler Cir. SE, Huntsville, AL 35801-1486
Property Address:	N/A
Purchase Price:	N/A – Vacation of Right of Way

**TO HAVE AND TO HOLD**, to the said Grantee, her successors, heirs and assigns, forever.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be signed on its behalf by its Mayor and attested by its City Clerk this the 16th day of November, 2023.

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

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

ATTEST:

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

**Exhibit "A"**

**Legal Description of Property**

The South one-half of the following described right-of-way:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, South 85 Degrees 27 Minutes 17 Seconds East for a distance of 200.63 feet to a point, said point also being the Southeast Corner of Lot 1 of the above referenced subdivision and along the right of way of Dunsmore Street; thence South 05 Degrees 08 Minutes 53 Seconds West for a distance of 50.12 feet to a point; thence North 85 Degrees 26 Minutes 30 Seconds West for a distance of 200.10 feet to a point; thence North 04 Degrees 32 Minutes 32 Seconds East for a distance of 50.07 feet back to the Point of Beginning

**Exhibit "B"**

**Legal Description of the Public Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 04 Degrees 32 Minutes 32 Seconds West for a distance of 25.04 feet to the Point of Beginning; thence from the Point of Beginning, South 84 Degrees 48 Minutes 02 Seconds East for a distance of 200.56 feet to a point; said point also being along the right of way of Dunsmore Street.

**This Instrument Prepared By:**  
Allie C. Tucker, Esq.  
Butler Snow LLP  
200 West Side Sq., Suite 100  
Huntsville, AL 35801  
(256) 936-5611

**Send Tax Notice To:**  
Traymore Properties, L.L.C.  
15410 Highway 231  
Union Grove, AL 35175

**STATE OF ALABAMA        )**

**COUNTY OF MADISON     )**

**QUITCLAIM DEED**  
**FOR VACATION OF RIGHT-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS**, that in consideration of the sum of Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation ("Grantor"), hereby remises, releases, and quitclaims unto **TRAYMORE PROPERTIES L.L.C.**, an Alabama limited liability company (the "Grantee"), all of its interest in or to the following described real estate, situated in Madison County, Alabama, to-wit:

**See attached Exhibit "A" attached hereto and incorporated by reference.**

Grantor does hereby except from this conveyance and reserve unto itself, its successors and assigns, a non-exclusive twenty-foot (20') easement for public utility and drainage over and under the real property, described as follows:

**See attached Exhibit "B" attached hereto and incorporated by reference.**

**THIS INSTRUMENT HAS BEEN PREPARED IN ACCORDANCE WITH INFORMATION SUPPLIED TO THE PREPARER. NO TITLE EXAMINATION AND/OR OPINION WAS REQUESTED BY EITHER GRANTOR OR GRANTEES, AND NONE WAS CONDUCTED AND/OR RENDERED.**

Pursuant to the provisions of Ala. Code §40-22-1 (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address:	P.O. Box 308, Huntsville, AL 35804
Grantees' Addresses:	15410 Highway 231, Union Grove, AL 35175
Property Address:	N/A
Purchase Price:	N/A – Vacation of Right of Way

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

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, Grantor has caused this Quitclaim Deed to be signed on its behalf by its Mayor and attested by its City Clerk ; this the 16th day of November, 2023.

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

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

ATTEST:

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

**Exhibit "A"**

**Legal Description of Property**

The North one-half of the following described right-of-way:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Beginning, South 85 Degrees 27 Minutes 17 Seconds East for a distance of 200.63 feet to a point, said point also being the Southeast Corner of Lot 1 of the above referenced subdivision and along the right of way of Dunsmore Street; thence South 05 Degrees 08 Minutes 53 Seconds West for a distance of 50.12 feet to a point; thence North 85 Degrees 26 Minutes 30 Seconds West for a distance of 200.10 feet to a point; thence North 04 Degrees 32 Minutes 32 Seconds East for a distance of 50.07 feet back to the Point of Beginning

**AND**

The following described utility and drainage easement:

A 10' public utility and drainage easement taken from the north side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as beginning at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence North 85 27'17" West for a distance of 200.63 feet to a point, said point also being the Southeast corner of said Lot.

**Exhibit "B"**

**Legal Description of the Public Utility and Drainage Easement**

A 20' public utility and drainage easement with 10.00 feet taken evenly from each side of the following described line:

All that part of Section 08, Township 04 South, Range 01 East of the Huntsville Meridian, in Huntsville, Alabama more particularly described as commencing at a point located at the Southwest Corner of Lot 1 of a Resubdivision of Lot 8 Block 8 of Greenwycke Village 7<sup>th</sup> Addition as recorded in Plat Book 2018-00040988 in the Office of the Judge of Probate, Madison County, Alabama; thence from the Point of Commencement, South 04 Degrees 32 Minutes 32 Seconds West for a distance of 25.04 feet to the Point of Beginning; thence from the Point of Beginning, South 84 Degrees 48 Minutes 02 Seconds East for a distance of 200.56 feet to a point; said point also being along the right of way of Dunsmore Street.

68913127.v1



**ORDINANCE NO. \_\_\_\_\_ (Cont.)**

**ADOPTED** this the 16<sup>th</sup> day of November, 2023.

---

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

**APPROVED** this the 16<sup>th</sup> day of November, 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:** 11/16/2023

**File ID:** 2023-904

---

**Department:** Administration

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance naming a road in John Hunt Park as Steve Ivey Drive SW.

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

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/2/2023

**File ID:** TMP-3539

---

**Department:** Administration

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance naming a road in John Hunt Park as Steve Ivey Drive SW.

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**, Steve Ivey had a distinguished career in Parks and Recreation from 1975 to 2021 where his daily work was focused on the enrichment of our community through robust recreation programming and outstanding parks, recreation, and athletic infrastructure; and

**WHEREAS**, Steve Ivey was a champion for the redevelopment of John Hunt Park, expending enormous energy ensuring outstanding venues were designed and constructed supporting a wide-variety of recreational and athletic pursuits. The result of this work has generated significant improvements in quality-of-life of our citizens and contributed mightily to the sports tourism economy in Huntsville; and

**WHEREAS**, the City of Huntsville owns the John Hunt Park campus located at 2151 Airport Rd. in Huntsville and seeks to honor the service of one of its great citizens and leaders; and

**WHEREAS**, in honor of Steve Ivey's years of outstanding service and his many contributions to the City of Huntsville, the City Council desires to name the road shown at Exhibit A in John Hunt Park "Steve Ivey Drive SW".

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

1. That the road in John Hunt Park shall be named and henceforth known as "Steve Ivey Drive SW".
2. That this ordinance shall be effective upon its adoption and publication.

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

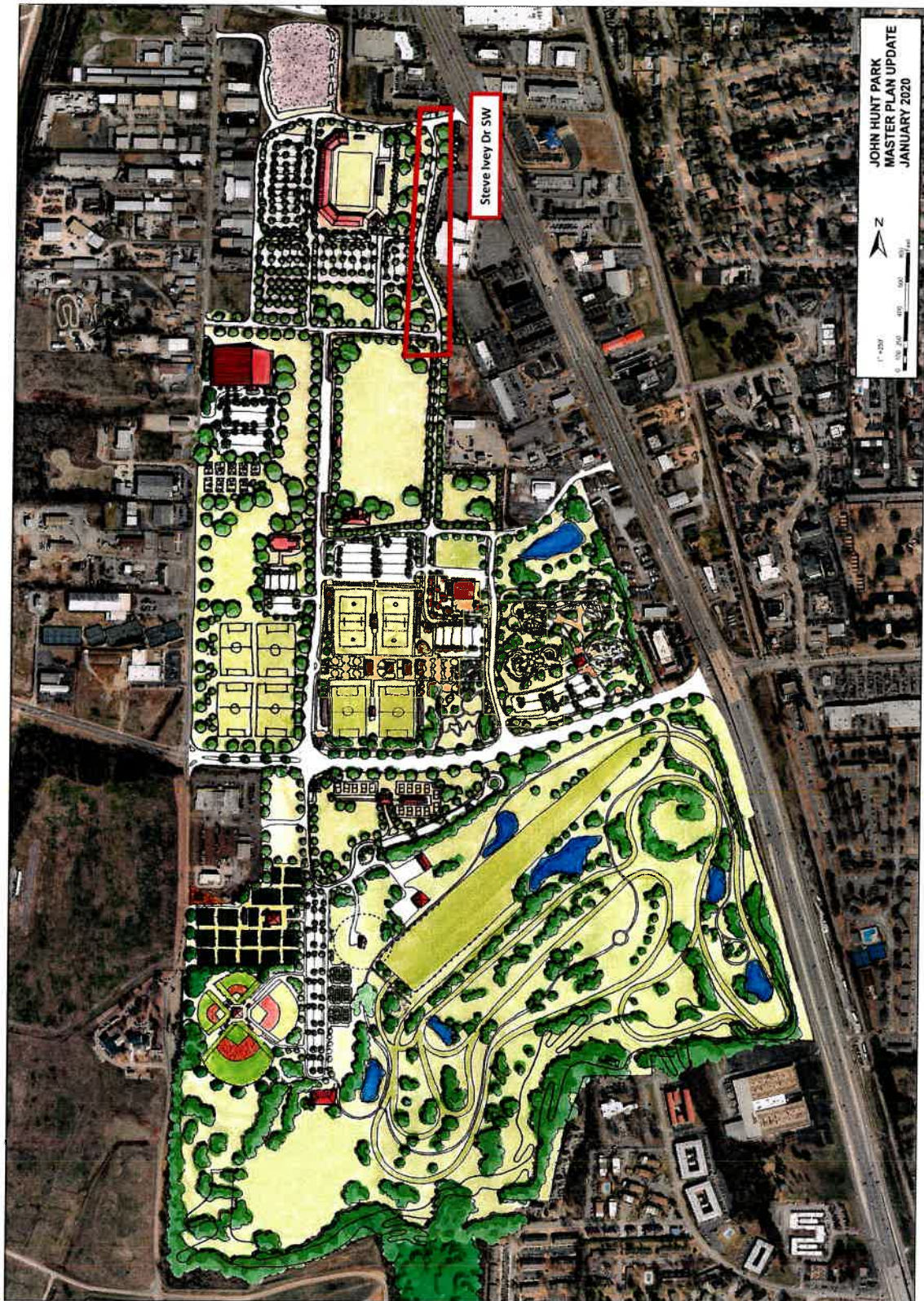
\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama

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

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



Exhibit A





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-905

---

**Department:** City Council

**Subject:**

**Type of Action:** Introduction

Introduction of Ordinance amending the Code of Ordinances of the City of Huntsville, Chapter 2, Article XI, Police Citizens Advisory Council.

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-\_\_\_\_\_**

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama, that Ordinance 21-564 as adopted and approved on July 22, 2021, and Article XI *Police Citizens Advisory Council* of Chapter 2 *Administration* of the Code of Ordinances, City of Huntsville, Alabama, are hereby amended to read as follows:

**Section 1.** Sec. 2-2135 (a) is amended to read as follows:

(a) The HPCAC shall be comprised of citizens who are both highly respectful of community needs and perceptions as well as holding professional police officers in high regard while expecting accountability.

- (1) Citizens who are appointed shall demonstrate the ability to be objective through experience that requires strong interpersonal relationship skills and a highly developed sense of compassion and empathy. Ideally, appointees will have invested time in activities to foster good community relations with police such as community watch initiatives and safety festivals. After appointment, every member shall make a commitment to complete two of any of these opportunities within approximately 18 months of appointment to learn about police work:

Crisis intervention training short course.

Why police do what they do; and

Citizen police academy.

- (2) Appointment to the HPCAC is contingent upon a commitment to attending the Citizens Police Academy (unless previously accomplished) and completion of Use of Force Training (prerequisite for Incident Review Board participation) within their first year on the council. Additionally, every member shall commit to completing at least one police Ride Along per year. Failure to complete training and at least one police Ride Along per year shall be grounds for the Chair recommending removal of the member to appointing official.

**Section 2.** Section 2-2136 (b) is amended to read as follows:

(b) The HPCAC will host four public education meetings a year on topics of interest or concern to the community and hold quarterly executive session meetings to review the summary of complaints made to Internal Affairs. All other meetings will be at the discretion of the Chair.

**Section 3.** The severability of the provisions of section 1-8 of the Code of Ordinances, City of Huntsville, Alabama shall apply to this ordinance.

**Section 4.** After its adoption and approval, this ordinance shall become effective immediately.

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

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-911

---

**Department:** Urban Development

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance to declare certain real property as surplus and no longer needed for a municipal purpose and authorizing the City of Huntsville enter into a Development Agreement and Ground Lease with BREG HSV, LLC.

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:** Joe Davis Stadium property

**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:** 11/2/2023

**File ID:** TMP-3580

---

**Department:** Urban Development

**Subject:**

**Type of Action:** Introduction

Introduction of an ordinance to declare certain real property as surplus and no longer needed for a municipal purpose and authorizing the City of Huntsville enter into a Development Agreement and Ground Lease with BREG HSV, LLC.

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:** Joe Davis Stadium property

**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, a municipal corporation within the State of Alabama, as follows:

1. That, in the judgment and opinion of the City Council of the City of Huntsville, the real property described in Exhibit "A" and depicted in Exhibits "B-1" and "B-2" attached hereto and incorporated herein (the "Property"), is surplus to the needs of the City of Huntsville, and effective simultaneously herewith the City of Huntsville will enter into a Development Agreement and Ground Lease with BREG HSV, LLC, an Alabama limited liability company (the "Company"), for the purpose of developing a limited service hotel and meeting space for general meetings, conferences, and other events (the "Hotel Project") on the Property; and in accordance with the terms of the Development Agreement and Ground Lease.
2. That, the Property is intended to be leased to the Company at a fair and reasonable market rate, established at \$100,000.00 per year to be increased in accordance with the terms of the Ground Lease, as the same will serve a valid and sufficient public purpose, to increase sales and tax revenue, further economic development, and promote commerce, public entertainment, and quality of life improvements in and around Joe Davis Stadium and John Hunt Park.
3. That, upon lease of the Property, for such total amount as may be approved by the City Council of the City of Huntsville, that the Mayor is hereby directed to lease the Property to the Company in accordance with *Code of Alabama (1975)* §11-47-21 and that this Ordinance shall be published in accordance with *Code of Alabama (1975)* § 11-45-8.

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

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

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

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

Exhibit "A"  
(Legal Description of the Property)

A tract of land lying and being in Section 12, Township 4 South, Range 1 West of the Huntsville Meridian.

Commencing at a #5 rebar found marking the southeast corner of Lot 2 of R.C. Cobb Hollywood Sixteen Theatre as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 30, Page 10, said point marking the west right-of-way of Memorial Parkway – US Highway 231; thence along the east boundary of said Lot 2 and said right-of-way North 23 Degrees 16 Minutes 51 Seconds West a distance of 345.60 feet to a #5 rebar found; thence leaving said right-of-way South 66 Degrees 52 Minutes 57 Seconds West a distance of 118.23 feet to a #5 rebar found; thence North 24 Degrees 57 Minutes 40 Seconds West a distance of 130.26 feet to a #5 rebar found; thence North 64 Degrees 44 Minutes 07 Seconds East a distance of 121.55 feet to said west right-of-way; thence along said right-of-way North 25 Degrees 02 Minutes 38 Seconds West a distance of 172.16 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set on the north boundary of said Lot 2; thence leaving said east boundary and right-of-way and along the north boundary of said Lot 2 South 89 Degrees 11 Minutes 50 Seconds West a distance of 281.71 feet to a #5 rebar set on the east right-of-way of an existing access street; thence leaving said right-of-way North 88 Degrees 46 Minutes 07 Seconds West a distance of 50.00 feet to a #5 rebar set on the proposed west right-of-way of said access street, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1528878.55, (E) 429590.11 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

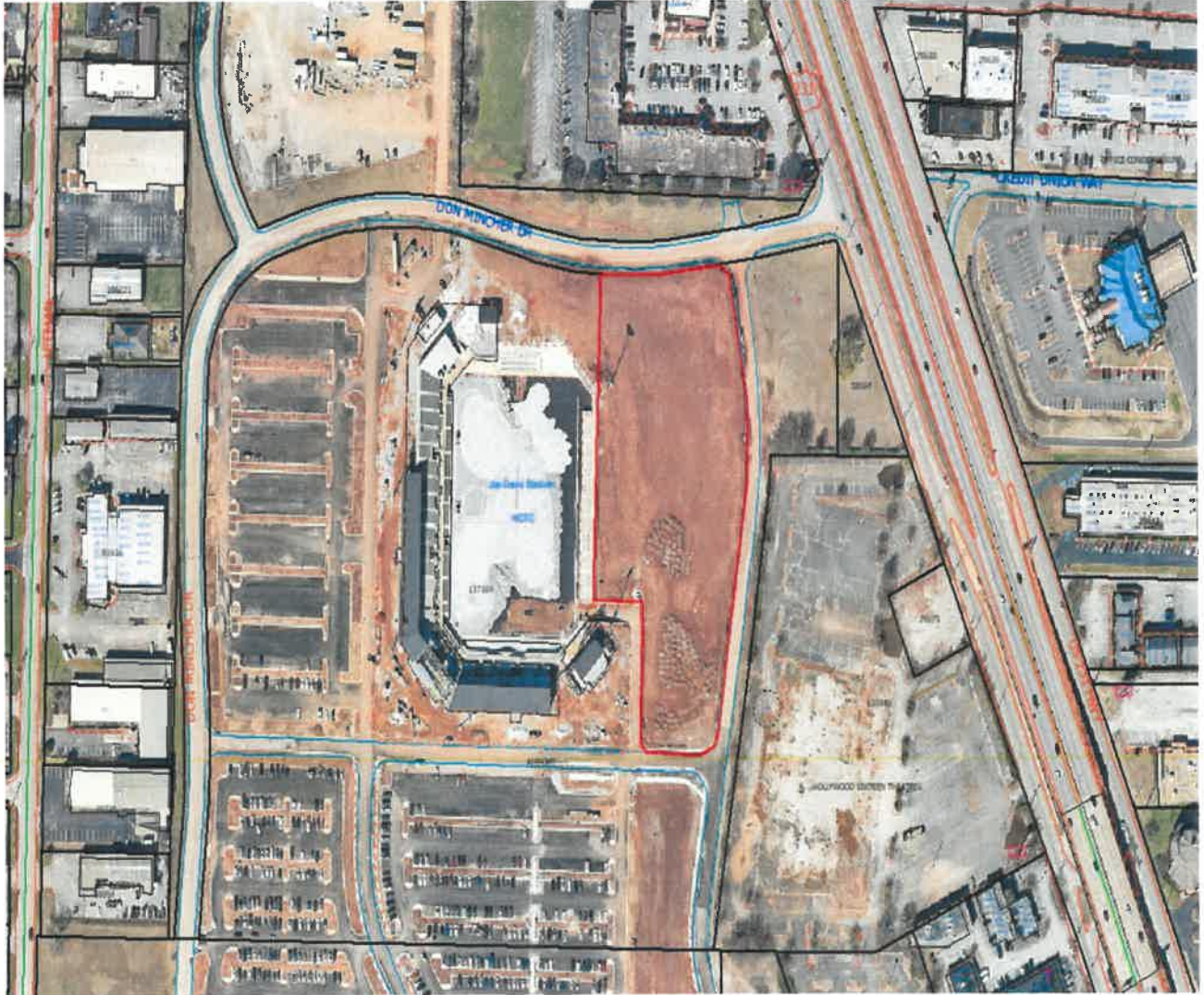
Thence along said right of way South 4 Degrees 57 Minutes 19 Seconds West a distance of 75.30 feet to a #5 rebar set; thence South 9 Degrees 27 Minutes 12 Seconds West a distance of 338.74 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is South 48 Degrees 32 Minutes 36 Seconds West for a distance of 30.36 feet, thence along the arc of said curve 32.62 feet to a #5 rebar set at the point of tangency of said curve, said point being on the north right-of-way of said access street; thence leaving said west right-of-way and along said north right-of-way North 88 Degrees 13 Minutes 06 Seconds West a distance of 106.14 feet to a #5 rebar set; thence leaving said right-of-way North 43 Degrees 28 Minutes 21 Seconds West a distance of 16.14 feet to a #5 rebar set; thence North 1 Degrees 43 Minutes 53 Seconds East a distance of 25.36 feet to an existing chain link fence; thence along said fence North 1 Degrees 43 Minutes 52 Seconds East a distance of 195.86 feet; thence North 88 Degrees 10 Minutes 08 Seconds West a distance of 27.63 feet; thence South 5 Degrees 33 Minutes 29 Seconds West a distance of 23.12 feet; thence South 21 Degrees 54 Minutes 30 Seconds West a distance of 4.58 feet; thence North 88 Degrees 10 Minutes 50 Seconds West a distance of 67.12 feet; thence North 1 Degrees 47 Minutes 27 Seconds East a distance of 311.75 feet; thence leaving said fence; North 1 Degrees 47 Minutes 27 Seconds East a distance of 182.03 feet to a #5 rebar set on the south right-of-way of Don Mincher Drive, said point being on a curve to the left, having a radius of 858.45 feet, the chord of which is North 89 Degrees 18 Minutes 40 Seconds East for a distance of 136.31 feet; thence along said right-of-way and the arc of said curve 136.45 feet to a #5 rebar set at the point of tangency of said curve; thence North 83 Degrees 50 Minutes 52 Seconds East a distance of 71.04 feet to a #5 rebar set; thence South 69 Degrees 18 Minutes 01 Seconds East a distance of 46.11 feet to a #5 rebar set on the proposed west right-of-way of said access street; thence leaving said south right-of-way and along said proposed west right-of-way South 8 Degrees 52 Minutes 59 Seconds East a distance of 157.13 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 785.15 feet, the chord of which is South 3 Degrees 02 Minutes 04 Seconds East for a distance of 88.17 feet; thence along the arc of said curve 88.22 feet to a #5 rebar set at the point of tangency of said curve; thence South 0 Degrees 48 Minutes 58 Seconds West a distance of 25.83 feet to the POINT OF BEGINNING.

The above-described tract contains 3.83 acres (167010.605 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.





Exhibit "B-2"  
(Depiction of the Property)





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-920

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing travel expenses.

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

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3596

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing travel expenses.

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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 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:** 11/16/2023

**File ID:** 2023-921

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Cavanaugh MacDonald Consulting, LLC for Actuarial services on the City's Post-Retirement Medical Plan.

Resolution No.

**Finance Information:**

**Account Number:** 1000-13-13100-515370-00000000-

**City Cost Amount:** \$ 15,500.00 (Approximately)

**Total Cost:** \$ 15,500.00 (Approximately)

**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:** 11/16/2023

**File ID:** TMP-3560

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Cavanaugh MacDonald Consulting, LLC for Actuarial services on the City's Post-Retirement Medical Plan.

Resolution No.

**Finance Information:**

**Account Number:** 1000-13-13100-515370-00000000-

**City Cost Amount:** \$ 15,500.00 (Approximately)

**Total Cost:** \$ 15,500.00 (Approximately)

**Special Circumstances:**

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

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

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

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter to an Agreement by and between The City of Huntsville and Cavanaugh Macdonald Consulting, LLC which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an "Agreement between the City of Huntsville and Cavanaugh Macdonald Consulting, LLC, for Actuarial services on the City's Post-Retirement Medical Plan", consisting of three (3) pages with the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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

**AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND CAVANAUGH  
MACDONALD CONSULTING, LLC  
FOR ACTUARIAL SERVICES ON THE  
CITY'S POST-RETIREMENT  
MEDICAL PLAN**

STATE OF ALABAMA     )  
                                      )  
COUNTY OF MADISON    )

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 16<sup>th</sup> day of November, 2023, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as "City") and Cavanaugh Macdonald Consulting, LLC, (hereinafter referred to as "Consultant").

**WITNESSETH**

**WHEREAS**, Consultant has an agreement with the Alabama State Employees' Insurance Board (SEIB) to provide actuarial services to the SEIB and all participating members of the Alabama Employees' Retirement System (ERS) and the Local Government Health Insurance Program, known as the Joint Actuarial Study Program; and

**WHEREAS**, information pertinent to the Joint Actuarial Study Program is described in the Memorandum Of Participation which is attached hereto and incorporated herein as Attachment "A"; and

**WHEREAS**, the City is an ERS participant and desires a full actuarial valuation of its post-retirement medical plan to provide information for September 30, 2023 financial disclosure.

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

1. Consultant shall:
  - a. Perform a full actuarial valuation of the City's post-retirement medical plan as of 9/30/2022.
  - b. Produce a report in accordance with the requirements and standards of the actuarial profession, disclosing actuarial methods, assumptions, procedures and data sources, and the information necessary for the City to comply with the reporting requirements of GASB 74/75. The said report shall be delivered to the City on or before February 15, 2024 so long as all of the requested information in Attachment A is provided to the Consultant by November 30, 2023.



2. City shall:

a. Provide Consultant the information as described in the "Information Collection Sheet for OPEB Request" of Attachment A.

b. Pay Consultant a Base Fee of Eight Thousand Five Hundred Dollars (\$8,500.00) for the services herein described in accordance with Attachment A upon submission of Consultant's final report and an invoice from Consultant.

3. In the performance of this work it is understood between the parties that Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Contractor shall have no authority to obligate the City to any indebtedness or other obligation.

4. City may terminate this Agreement at any time for any reason, with or without cause, upon written notice delivered to Consultant. In the event of such termination, City shall compensate Consultant a prorated portion of the fee herein described based on work performed by Consultant prior to the termination.

5. The points of contact for the City shall be Shellie Gentle and Rachel Biggs, and the point of contact for the Consultant shall be Brandon Trieu.

6. This Agreement shall be governed by the laws of the State of Alabama. Venue for all actions arising out of this Agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

7. Nothing in this contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than Consultant.

8. This Agreement represents the entire agreement between the City and Consultant 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 City and Consultant.

9. 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.

**IN WITNESS WHEREOF**, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

(signature page follows)

**CITY OF HUNTSVILLE, ALABAMA,**  
A Municipal Corporation in  
The State of Alabama

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

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, Clerk

**CAVANAUGH MACDONALD  
CONSULTING, LLC**

By: Alise Bon  
Its: President

ATTEST:

By: Linkey Davis  
Its: Office Manager

## 2022 MEMORANDUM OF PARTICIPATION (MOP) FOR A FULL VALUATION OF THE OTHER POST-EMPLOYMENT BENEFITS (OPEB)

**LOCAL UNIT:** City of Huntsville, Alabama  
**MAILING ADDRESS:** 308 Fountain Circle  
**CITY:** Huntsville, Alabama **ZIP CODE:** 35801  
**NAME OF REPORT RECIPIENT:** ☐ Mr. ☒ Ms. (choose one) Penny Smith  
**PHONE #:** ( 256 ) 427-5062 **TITLE:** Director of Finance  
**E-MAIL:** penny.smith@huntsvilleal.gov

On behalf of the unit government noted above, we agree to participate in the Joint Actuarial Study Program offered by Cavanaugh Macdonald Consulting, LLC.

I understand that **we will be billed directly by Cavanaugh Macdonald Consulting, LLC** and copies of the actuarial report will be sent electronically by Cavanaugh Macdonald Consulting. I understand that the fee structure is as follows: The fees for a local unit will vary by population and participation in the Alabama Employees' Retirement System (ERS) and the Local Government Health Insurance Program (LGHIP).

**FEE SCHEDULE** - The fees for a local unit will vary by population and participation in ERS. The fees also depend on whether the local participates in the LGHIP.

	In ERS and LGHIP	All Others
<b>Base Fee</b>		
▪ Less than 20 active/retired participants	\$5,500	\$6,500
▪ 20-49 active/retired participants	\$6,500	\$7,500
▪ 50-99 active/retired participants	\$7,000	\$8,000
▪ 100 or more active/retired participants	\$7,500	\$8,500
<b>Per Participant Fee</b>		
▪ Less than 50 active/retired participants	\$5.00	\$5.00
▪ 50-99 active/retired participants	\$4.00	\$4.00
▪ 100-249 active/retired participants	\$3.25	\$3.25
▪ 250-499 active/retired participants	\$2.75	\$2.75
▪ 500 or more active/retired participants	\$2.50	\$2.50

**GASB OPEB Interim Year Valuation:** \$2,500 (All OPEB Plans)

Local units must return this 2022 Memorandum of Participation indicating their desire to participate along with all requested data as outlined on the following pages. In order to complete the report by the end of the year, we need to receive **all requested information no later than July 31, 2023.**

If (1) your plan is not a single employer, defined benefit plan or (2) if your plan has discreetly presented component units or (3) if your plan has a special funding situation, additional fees may apply. Please contact us for a fee quote.

\_\_\_\_\_ Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Authorized Signature

*Note: In order to finalize the GASB 74/75 exhibits by the end of the year, we will need the Trust statement information, a copy of your investment policy, and a copy of your funding policy for the fiscal year ending September 30, 2023. These items should be provided as soon as possible after September 30, 2023.*

## INFORMATION COLLECTION SHEET FOR OPEB REQUEST

LOCAL UNIT: City of Huntsville, Alabama

UNIT'S RETIREMENT SYSTEM 3 LETTER CODE: ERS

1) **Demographic Data Requirements:** All data must be submitted **electronically** (in an Excel file). **Please do not provide census or demographic data in PDF format.** (If you are submitting data via e-mail and you choose to use Social Security numbers as the unique identifier, for the protection of your members, you should consider password protecting or encoding this identifier.) Active data will be provided by Alabama ERS.

a) For retired employees and beneficiaries as of the valuation date (September 30, 2022), please provide an electronic listing including the following information.

- Personal Identification Number (PID)
- Name
- Gender (M or F)
- Date of Birth
- Date of Hire
- Date of Retirement
- Service at Retirement (###)
- Medical Plan Election
- Medical Coverage Tier (single, family, etc.)
- Spouse Date of Birth (If applicable)
- Dental Plan Election
- Dental Coverage Tier (single, family, etc.)
- Vision Plan Election
- Vision Coverage Tier (single, family, etc.)
- Life Insurance

b) For former employees who are not yet retired, but who will be eligible for retiree health care benefits, please provide an electronic listing including the following information.

- Personal Identification Number (PID)
- Name
- Gender (M or F)
- Date of Birth
- Date of Hire
- Date of Termination
- Date or age at which person becomes eligible for retiree health care benefits
- Service with the Municipality (###)

c) If the local unit currently employs members that are eligible to receive retirement benefits from the Alabama ERS but are **not eligible** to receive OPEB benefits, please provide an electronic listing in Microsoft Excel format; of those members.

2) **Plan Provisions:** Have the plan provisions changed since the prior valuation?

☐ Yes ☐ No (choose one)

If yes or if Cavanaugh Macdonald did not prepare your prior OPEB report, please provide us with copies of the appropriate pages of the Local Government's employee handbook or personnel policy that provides a description of the current approved retiree health care benefit provisions (substantive plan). If different provisions affect different portions of the retiree or future retiree population, please indicate which provisions cover which groups.

**Retiree Benefits, Eligibility Conditions, and Duration:** Please check all that apply.

**Medical**

Eligibility Conditions:

- ☐ Normal Retirement      ☐ Early Retirement      ☐ Disability Retirement      ☐ Death-in-Service (Survivor Benefit)
- ☐ Other: \_\_\_\_\_

Retiree Benefit Duration:

- ☐ Not Eligible      ☐ Until Eligible for Medicare      ☐ Retiree's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

Dependent Benefit Duration:

- ☐ Not Eligible      ☐ Until Retiree is Eligible for Medicare      ☐ Until Dependent is Eligible for Medicare      ☐ Dependent's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.

**Dental**

Dental Plans Available to Retirees/Dependents:

- ☐ None      ☐ Combined with Medical Plan Above (Not Stand Alone)      ☐ Stand Alone

Eligibility Conditions:

- ☐ Normal Retirement      ☐ Early Retirement      ☐ Disability Retirement      ☐ Death-in-Service (Survivor Benefit)
- ☐ Other: \_\_\_\_\_

Retiree Benefit Duration:

- ☐ Not Eligible      ☐ Until Eligible for Medicare      ☐ Retiree's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

Dependent Benefit Duration:

- ☐ Not Eligible      ☐ Until Retiree is Eligible for Medicare      ☐ Until Dependent is Eligible for Medicare      ☐ Dependent's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.

**Vision**

Vision Plans Available to Retirees/Dependents:

- ☐ None      ☐ Combined with Medical Plan Above (Not Stand Alone)      ☐ Stand Alone

Eligibility Conditions:

- ☐ Normal Retirement      ☐ Early Retirement      ☐ Disability Retirement      ☐ Death-in-Service (Survivor Benefit)
- ☐ Other: \_\_\_\_\_

Retiree Benefit Duration:

- ☐ Not Eligible      ☐ Until Eligible for Medicare      ☐ Retiree's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

Dependent Benefit Duration:

- ☐ Not Eligible      ☐ Until Retiree is Eligible for Medicare      ☐ Until Dependent is Eligible for Medicare      ☐ Dependent's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.

**Life Insurance**

Life Insurance Benefits Available to Retirees/Dependents (check all that apply):

- ☐ None      ☐ Benefit based on Salary at retirement      ☐ Flat Dollar Amount

Does the benefit change based on age? If YES, please explain.

Eligibility Conditions:

- ☐ Normal Retirement      ☐ Early Retirement      ☐ Disability Retirement      ☐ Death-in-Service (Survivor Benefit)
- ☐ Other: \_\_\_\_\_

Retiree Benefit Duration:

- ☐ Not Eligible      ☐ Until Eligible for Medicare      ☐ Retiree's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

Dependent Benefit Duration:

- ☐ Not Eligible      ☐ Until Retiree is Eligible for Medicare      ☐ Until Dependent is Eligible for Medicare      ☐ Dependent's Lifetime
- ☐ Other: \_\_\_\_\_

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.

- 3) **Medical Coverage Summary:** Please provide a summary of medical coverage for each health care option. The summary should include items such as co-pays, deductibles, out of pocket maximums, office co-pays, etc. for each separate plan option (i.e., HMO, PPO option 1, Indemnity 1, etc.).
- 4) **Premium Rate Information:** Please submit the 2022 and 2023 fully-insured monthly active and retiree premium rates with effective dates with employer and employee contributions.

Is the locality a member of the LGHIP? \_\_\_\_\_

If YES, please identify the Blue Cross Blue Shield monthly retiree premium rates in the LGHIP 2022 and 2023 Administrative Procedures Guide that apply to the locality.

5) **Aggregate Claims Experience, Administrative, and Other Fixed Fees – Only if not in LGHIP:**

Does the local unit participate in the LGHIP? If YES, please skip to question 6.

If you do **NOT** participate in the LGHIP and is self-insured, please provide the following information in **an Excel file**.

- a) Monthly headcounts and paid aggregate claims (separately) for the most recently available 24 months. Enrollment data should include employees/retirees as well covered dependents. Claims and enrollments should be summarized separately by
- Active vs. retiree groups
  - Medicare-eligible (Post – 65) vs. Non Medicare-Eligible (Pre – 65)
  - Claim type:
    - Medical
    - Prescription drugs
    - Dental
    - Vision, etc.
- b) Stop/Loss reimbursement totals for the Medicare and non-Medicare (reported separately) eligible retiree health care plans for the most recent 24 months.
- c) Stop Loss rates (both aggregate and specific) and attachment points.
- d) Monthly administrative expenses for the current period divided by category, as appropriate. (For example claims administration, utilization review, PPO fees, etc.) We are interested in all fees that are paid in addition to claims. If only one vendor is paid for all administration functions then the breakdown by category is not necessary.
- e) Report all capitated service fees.
- f) Historical stop/loss reimbursement totals

A separate file should be submitted for each plan (i.e. PPO, HDHP, etc.) or additional tabs can be added to the template provided. The template can be forwarded to your administrator for completion. We provided a template for your use in collecting the claims experience information as an attached in the data request email. If the template is not fully completed, additional information may be requested and delays may occur.

6) **Asset Information:** If the locality have assets reserved in an irrevocable Trust solely for retiree health care, please provide the following (about the 9/30/2023 assets):

- a) A copy of the September 30, 2023 Trust statement detailing the cash flows for the year and asset classes for the year-end market value balance. This must be an annual statement, not the monthly September statement.
- b) Premiums and/or claims paid outside of the Trust for measurement period October 1, 2022 through September 30, 2023. We provided a template for your use in collecting this information as an attachment in the data request email. Email me at [BrandonT@CavMacConsulting.com](mailto:BrandonT@CavMacConsulting.com) if you need another copy. If the template is not fully completed, additional information may be requested and delays may occur. If the information is not accurate, rework may be needed and additional fees may incur.
- c) A copy of the plan's funding policy.
- d) A copy of the plan's investment policy including the target allocation and 10 year expected real rate of return for each asset class. Indicate (1) the inflation assumption included in each rate and (2) whether the rates are arithmetic or geometric.
- e) The long-term rate of return currently adopted for the Plan's funding is \_\_\_\_\_ % for year.

8) **Additional Information:**

- a) Please provide a copy of the most recent OPEB valuation performed by the previous actuary (**other than Cavanaugh Macdonald**), if applicable.
- b) Please provide a copy of the section of the most recent audited financial statement that contains GASB Pension and OPEB reporting and any supplementary information.
- c) Please provide the name and e-mail address of someone who can be contacted to answer questions, should they arise.

If you have questions about the form, please contact **Brandon Trieu** ([BrandonT@CavMacConsulting.com](mailto:BrandonT@CavMacConsulting.com)) at Cavanaugh Macdonald Consulting, LLC at (678) 388-1724.

**Mail form to:**  
**Cavanaugh Macdonald Consulting, LLC**  
**3550 Busbee Parkway, Suite 250, Kennesaw, Georgia 30144**  
**Or email electronic files to Brandon Trieu at: [BrandonT@CavMacConsulting.com](mailto:BrandonT@CavMacConsulting.com)**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-922

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Huntsville Electric Utility Board to provide billing and collections service for the City's sewer service and garbage collections.

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:** 11/16/2023

**File ID:** TMP-3568

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Huntsville Electric Utility Board to provide billing and collections service for the City's sewer service and garbage collections.

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- \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter to an Agreement by and between The City of Huntsville and Huntsville Electric Utility Board which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an "Agreement between the City of Huntsville and Huntsville Electric Utility Board, for Billing and Collection services on the City's Garbage and Sewer Service", consisting of five (5) pages with the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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Mayor of the City of  
Huntsville, Alabama

### **THIRD PARTY BILLING AGREEMENT**

THIS AGREEMENT made this 16th day of November, 2023, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as "City") and the Huntsville Electric Utility Board, a municipal public utility board created by the City of Huntsville, Alabama, (hereinafter referred to as "HU").

#### **WITNESSETH:**

**WHEREAS**, the City established and assessed a mandatory charge for sewer service and garbage collection not to include yard waste, white metal goods and hazardous waste, discarded by the public at residential dwellings within the corporate limits of the City; and;

**WHEREAS**, HU has the means to invoice those residential dwellings and collect from those residential dwellings the fee charged by the City for collecting, hauling and disposing of garbage; and

**WHEREAS**, HU has the means to Invoice all HU customers and collect from all HU customers the fee charged by the City for sewer service; and

**WHEREAS**, the City desires to enter into a five-year agreement with HU to provide fee billing and collection services for the City.

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants and conditions set forth herein, the City and HU agree as follows:

#### **Section 1 — Term**

This agreement shall commence on January 1, 2024, and shall remain and continue in full force and effect until December 31, 2028, unless Agreement terminated before said date pursuant to the provisions of the Agreement.

#### **Section 2 — Services**

HU shall include a garbage collection charge on the monthly bills of its residential electric power customers and a sewer service collection charge on the monthly bills of all its customers within the corporate limits of the City.

HU shall collect the fees remitted by HU customers for sewer service and garbage collection charges. HU will collect these charges according to its established policies and procedures, as may be amended from time to time.

#### **Section 3 — Payment for Services**

**The City will pay and HU will accept a service rate for each garbage collection charge listed on each monthly bill of each residential customer within the corporate limits of the City as follows: January 1, 2024 — December 31, 2028 a service rate of \$ 0.57 for each garbage collection charge listed on each monthly bill of each residential customer within the corporate limits of the City.**

**The City will pay and HU will accept a service rate of \$0.51 for each sewer service charge listed on each monthly bill of each HU customer within the corporate limits of the City.**

Within ninety (90) days prior to the beginning of the third year of the contract and each additional year of the contract, the City and HU will agree upon a service rate determined through HU's most recent Joint Cost Allocation Study, which the City will pay and HU will accept for providing the services stated in section 2.

#### **Section 4 — No Waiver; Effect of this Agreement**

a. Failure to enforce or to insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect.

b. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understanding between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

#### **Section 5 — Remittance of Charges**

HU shall remit to the City on a monthly basis the amount received from HU customers for garbage and sewer collection charges, plus late payment fees received, and the net of bad debt write-offs and recoveries, less the amount owed to HU for billing, payment processing, and collection of bad debt services based on the service rate in Section 3.

#### **Section 6 — HU's Responsibilities**

HU shall provide the City, on a monthly basis, financial data such as, but not limited to, the number of residential customers billed sewer and garbage collection charges, total amount received as payment by HU, late payment penalties, and bad debt write offs and recoveries, total amount collected by HU, total amount recorded as receivables and total amount allowed for accounts uncollectible.

It is understood and agreed that any bad debt collection efforts under this agreement are subject to the terms and conditions of the Huntsville Utilities Collections Process Policy and any amendments thereto. The Parties further agree that HU has no obligation hereunder to bring any legal action against a customer for failure to pay the sewer and garbage to the City.

It is understood that HU shall provide necessary customer information to third-party business providers solely for the purpose of facilitating this Agreement. Furthermore, HU shall retain customer records in accordance with Huntsville Utilities' Record Retention Policy.

#### **Section 7—City's Responsibilities**

The City will ensure that an official, employee or agent of the City provide, in a timely manner to HU, the ordinance, as amended, relating to the Garbage Collection Fee assessed by the City, which requires billing and payment processing of such fee by HU.

The City agrees to use HU's customer information solely for the purpose of facilitating this Agreement and will ensure that policies and procedures are implemented, and training is provided to individuals who will have access to HU's customer information, to reasonably protect the confidentiality of information regarding HU's customers. City agrees to notify HU's President/CEO or CFO immediately upon learning of any breach or possible misuse of such confidential customer information.

The City shall provide to HU the name and position or title of employees or agents of the City responsible for providing the monthly information regarding the City's sewer and garbage collection customers to HU. If applicable,

the City shall submit a Third-Party Network Access Request form and shall ensure that employees or agents are aware of and trained to comply with the information security controls, policies and procedures HU and the City have in place to safeguard customer information. The City will immediately notify HU of a change in a designated employee's or agent's status and any breach or suspected breach of such security controls, processes or procedures.

HU reserves the right to audit the City's capability to ensure adequate controls are in place to safeguard the privacy of such customer information and, at HU's sole discretion, to discontinue City's access to HU's customer information in the event HU determines such adequate controls are not effective or are not being applied and adhered to.

The City may pursue a legal action against a customer for failure to pay the sewer service and garbage collection fees, after HU has made a determination to cease its collections efforts and so notifies City of that determination. The City shall notify HU prior to initiating any such legal action.

If applicable, the City is responsible for payment of collected utility tax to the Alabama Department of Revenue.

### **Section 8 — Termination of Agreement**

HU may terminate this Agreement by serving a written notice to the City at least six (6) months prior to the termination date. If alternate means of collection are not available for the City, HU shall negotiate reasonable terms for extension of this Agreement. The City may terminate this Agreement by serving a written notice to HU at least six (6) months prior to the termination date. This Agreement shall automatically renew for additional one (1)\*year terms at the end of the Initial Term and each renewal term thereafter unless the terminating party provides the other party with at least six (6) months' prior written notice.

### **Section 9—Notices**

If a party desires to give notice to the other party under this Agreement, the notice must be in writing. The party must give notice either by 1) personal service; 2) delivery by a reputable document delivery service; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the party as set forth below or such other address as the party may later designate by written notice.

**To City:**  
**City of Huntsville**  
**Attention: Mayor**  
**Huntsville City Hall**  
**308 Fountain Circle**  
**Huntsville, Alabama 35801**

**City of Huntsville**  
**Attention: Director of Finance**  
**308 Fountain Circle, 4th Floor**  
**Huntsville, Alabama 35801**

**To HU:**  
**Huntsville Utilities**  
**Attention: CFO**  
**112 Spragins Avenue**  
**Huntsville, AL 35801**

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Huntsville Utilities**

By: \_\_\_\_\_  
**Robert Wesley Kelley, President & CEO**

**ATTEST:**

**Chairman and Administrative Liaison to the Board and CEO**

**STATE OF ALABAMA** )

**COUNTY OF MADISON** )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Robert Wesley Kelley, and \_\_\_\_\_ whose names as President & CEO, and Chairman and Administrative Liaison to the Board and CEO, respectively, of Huntsville Utilities are signed to the foregoing Agreement, who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they as such officers and with full authority, executed voluntarily on the day the same bears date.

Given under my hand and official seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have set their hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Huntsville, a municipal corporation In  
the State of Alabama**

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

**ATTEST:**

**City Clerk**

**STATE OF ALABAMA        )**

**COUNTY OF MADISON     )**

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Tommy Battle and Shaundrika Edwards whose names as Mayor and City Clerk, respectively, of the City of Huntsville, Alabama are signed to the foregoing Agreement, who are known to me, acknowledged before me on this day that, being informed of the contents of this Agreement, they as such officers and with full authority, executed voluntarily on the day the same bears date.

Given under my hand and official seal of office this\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-923

---

**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to commit the settlement funding received by the City from the Walmart Opioid Settlement.

Resolution No.

**Finance Information:**

**Account Number:** 2600-00-00000-250110-000000000-

**City Cost Amount:** \$ 876,702.53

**Total Cost:** \$ 876,702.53

**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:** 11/16/2023

**File ID:** TMP-3569

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to commit the settlement funding received by the City from the Walmart Opioid Settlement.

Resolution No.

**Finance Information:**

**Account Number:** 2600-00-00000-250110-000000000-

**City Cost Amount:** \$ 876,702.53

**Total Cost:** \$ 876,702.53

**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- \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF HUNTSVILLE TO COMMIT FUNDS  
FROM THE WALMART OPIOID SETTLEMENT**

**WHEREAS**, on February 23, 2023, the City Council voted to join the State of Alabama and other local governments various settlement agreements with opioid manufacturers, and

**WHEREAS**, the settlement amount designated to the City of Huntsville from the State of Alabama Walmart Opioid Settlement was a one-time payment of \$876,702.53, and,

**WHEREAS**, the City of Huntsville is committed to addressing barriers to Opioid Use Disorder recovery for its community members, and

**WHEREAS**, the City of Huntsville recognizes that affordable, safe, and accessible housing has been identified as one such leading barrier to Opioid Use Disorder Recovery,

**BE IT THEREFORE RESOLVED**, by the City Council of the City of Huntsville, Alabama, that the Council authorizes the Mayor to commit funds from the State of Alabama Walmart Opioid Settlement to the Community Development Department of the City of Huntsville for the Choice Neighborhood Initiative Grant application to bolster programming and efforts to increase affordable, safe, and accessible housing.

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately upon approval and adoption by the Council, the public welfare requiring it.

**ADOPTED** this the 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 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:** 11/16/2023

**File ID:** 2023-924

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**Department:** City Council

**Subject:**

**Type of Action:** Approval/Action

Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.

Ordinance No.

**Finance Information:**

**Account Number:** 3020-11-11200-515030-00000000-

**City Cost Amount:** \$ 5,000.00

**Total Cost:** \$ 5,000.00

**Special Circumstances:**

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

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

**Resolution #:** N/A

**Location: (list below)**

**Address:**

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

**Additional Comments:**

\$5,000.00 - Appropriation to purchase new trees for Operation Green Team in consultation with Jerry Berg, President of the Friends of Trees Organization.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3583

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**Department:** City Council

**Subject:**

**Type of Action:** Approval/Action

Ordinance approving appropriations, goods, or services for District 2 Council Improvement Funds.

Ordinance No.

**Finance Information:**

**Account Number:** 3020-11-11200-515030-00000000-

**City Cost Amount:** \$ 5,000.00

**Total Cost:** \$ 5,000.00

**Special Circumstances:**

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

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

**Resolution #:** N/A

**Location: (list below)**

**Address:**

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

**Additional Comments:**

\$5,000.00 - Appropriation to purchase new trees for Operation Green Team in consultation with Jerry Berg, President of the Friends of Trees Organization.

**ORDINANCE NO. 23 – \_\_\_\_\_**

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

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

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

**BE IT ORDAINED** by the City Council of the City of Huntsville, Alabama Budget Ordinance No. 23-762, adopted and approved on September 28, 2023, is hereby amended, if appropriate, by the following approved purchases:

District 2 – Little

\$5,000.00 – Appropriation to purchase new trees for Operation Green Team in consultation with Jerry Berg, President of the Friends of Trees Organization.

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 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:** 11/16/2023

**File ID:** 2023-925

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Project Development Agreement and a Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for the Joe Davis Hotel Development.

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:** 11/16/2023

**File ID:** TMP-3573

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**Department:** Urban Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Project Development Agreement and a Ground Lease between the City of Huntsville, Alabama and BREG HSV, L.L.C., for the Joe Davis Hotel Development.

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-\_\_

**WHEREAS**, the City owns fee simple title to a 1980s-era public athletic stadium known as Joe Davis Stadium ("Joe Davis Stadium"), which the City has been working with Chapman Sisson Architects to redesign and convert from a single-use baseball facility into a modern, multisport venue for a Division III "MLS Next Pro" professional outdoor men's soccer team, as well as high school football, soccer, lacrosse, field hockey, and other field sports (as so renovated, the "Renovated Stadium"); and

**WHEREAS**, the City owns certain real property adjacent to the site for the Renovated Stadium as more particularly described on Exhibit A to the Project Development Agreement hereinafter authorized (the "Hotel Project Site"), and the City and BREG HSV, LLC, an Alabama limited liability company (the "Company") desire for the Company to cause to be developed on the Hotel Project Site a hotel project to include, at a minimum, a 200-room, limited-service hotel and meeting space for general meetings and conferences and events (collectively, the "Hotel Project"), all as more particularly described and set forth in the Project Development Agreement and the Ground Lease, each hereinafter defined and authorized; and

**WHEREAS**, the City and the Company have determined for the City to lease the Hotel Project Site to the Company in exchange for the payment of rent and other obligations of the Company for an initial term of twenty (25) years and with the tenant to have the right to extend the same for two (2) additional terms of twenty-five (25) years each, all pursuant to and as more particularly described in the Ground Lease; and

**WHEREAS**, the Company has also approached the City seeking potential use of an approximately 1.5 acre site in the vicinity of the Hotel Project Site located at the corner of Memorial Parkway and Don Mincher Drive as more particularly described on Exhibit B to the Project Development Agreement (the "Potential Commercial Site") for the development of a commercial project containing restaurants and retail developments (the "Potential Commercial Project"), and the City and the Company have determined that the City agree not transfer, encumber or otherwise dispose of the Potential Commercial Site for period specified in the Project Development Agreement while the Company examines viability of the same for the Potential Commercial Project; and

**WHEREAS**, the City has determined that the Hotel Project and the Potential Commercial Project are necessary and desirable in order to, among other things, (i) enhance the draw of the Renovated Stadium for spectators from outside the Huntsville area and promote and enhance tourism and commercial activities within the City, (ii) support and expand patronage, commercial, and entertainment activities within the Renovated Stadium, (iii) accommodate overnight lodging needs of the City and enhance lodging tax revenues and receipts of the City, (iv) foster and promote activities at the various entertainment, commercial and retail developments around the Hotel Project Site, (v) promote tourism, commerce and industry within Huntsville, and (vi) enhance the overall quality of life for the residents and citizens of the City; and

**WHEREAS**, the City intends that revenues derived from rent paid under the Ground Lease and, if undertaken, from the sale of the Potential Commercial Site as described in the Project Development Agreement, be budgeted in the 1990 Capital Improvement Plan (Fund 3020) and expended for the continued improvement, development, and maintenance of John Hunt Park; and

**WHEREAS**, the agreements and obligations of the City under each of the Project Development Agreement and the Ground Lease (together, the “Project Agreements”) are hereby determined by the City to be in the public interest and are being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (recodified as Section 94.01, as amended, of the Recompiled Constitution of Alabama of 1901), and the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Huntsville, Alabama (the “Council”), that the Council hereby authorizes and approves the Project Development Agreement between the City and the Company, and that the Mayor be, and he is hereby, authorized to execute, by and on behalf of the City, the said Project Development Agreement in substantially the form attached hereto as Exhibit I and identified as “Project Development Agreement”, with such changes thereto as shall be approved by the Mayor (the “Project Development Agreement”), along with such notices, certificates, instruments, amendments, agreements, and other documents as shall be necessary or desirable in connection with the transactions contemplated by, or in furtherance of, the Project Development Agreement; and

**FURTHER RESOLVED**, by the Council that the Council hereby authorizes and approves the Ground Lease between the City, as lessor, and the Company, as lessee, and that the Mayor be, and he is hereby, authorized to execute, by and on behalf of the City, the said Ground Lease in substantially the form attached as Exhibit II hereto and identified as “Ground Lease”, with such changes thereto as shall be approved by the Mayor (the “Ground Lease”), along with such notices, certificates, instruments, amendments, agreements, and other documents as shall be necessary or desirable in connection with the transactions contemplated by, or in furtherance of, the Ground Lease; and

**FURTHER RESOLVED**, by the Council that the City Clerk be, and she is hereby, authorized to seal and attest the Project Development Agreement and the Ground Lease and such notices, certificates, instruments, amendments, agreements and other documents as shall be necessary or desirable in connection with the transactions contemplated by, or in furtherance of, the Project Development Agreement and the Ground Lease; and

**FURTHER RESOLVED**, by the Council that rent revenues derived by the City from the Ground Lease and, if undertaken, from the sale of the Potential Commercial Site as described in the Project Development Agreement, shall be budgeted in the 1990 Capital Improvement Plan (Fund 3020) and shall be expended for the continued improvement, development, and maintenance of John Hunt Park.

**ADOPTED** this the 16th day of November, 2023

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

**APPROVED** this the 16th day of November, 2023

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Mayor of the City of  
Huntsville, Alabama

Exhibit I  
Form of Project Development Agreement

Exhibit II  
Form of Ground Lease

## PROJECT DEVELOPMENT AGREEMENT

**THIS PROJECT DEVELOPMENT AGREEMENT** (the "**Agreement**") is hereby made and entered into on November 17, 2023 (the "**Effective Date**") by and between the **CITY OF HUNTSVILLE**, an Alabama municipal corporation (the "**City**" or "**Huntsville**"), and **BREG HSV, LLC**, an ALABAMA limited liability company (the "**Company**"). The Company and the City are herein together sometimes referred to collectively as the "**Parties**".

### RECITALS

**WHEREAS**, the City owns fee simple title to a 1980s-era public athletic stadium known as Joe Davis Stadium ("**Joe Davis Stadium**"), which the City has been working with Chapman Sisson Architects to redesign and convert from a single-use baseball facility into a modern, multisport venue for a Division III 'MLS Next Pro' professional outdoor men's soccer team, as well as high school football, soccer, lacrosse, field hockey, and other field sports (as so renovated, the "**Renovated Stadium**"), which the City anticipates will be completed by [Fall 2024]; and

**WHEREAS**, the City desires for the Renovated Stadium to advance the City's reputation as a regional and national destination for entertainment, tourism, and related commercial activities, and has determined that the development of modern overnight accommodations adjacent to the Renovated Stadium, similar to other regional and national sports venues, will advance said goals and interests of the City while also promoting commercial development and enhancement of the quality of life within the City; and

**WHEREAS**, the City owns certain real property aggregating approximately 4.09 acres adjacent to the Hotel Site for the Renovated Stadium and as more particularly described on **Exhibit A** hereto (the "**Hotel Project Site**"), and the City and the Company desire for the Company to cause to be developed a dual branded hotel to include, at a minimum: (i) a 200-room, limited-service hotel; and (ii) meeting space for general meetings and conferences and events. The hotel shall be a Hilton product or equivalently branded hotel property similar to those found in southeastern cities in the United States, such as Atlanta, Birmingham, Charlotte, Greenville or Nashville, all as shall be more particularly set forth and described in the Hotel Project Development Plan hereinafter defined (the "**Hotel Project**"); and

**WHEREAS**, the City and the Company have determined for the City to lease the Hotel Project Site to the Company in exchange for the payment of rent and other obligations of the Company to the City, for an initial term of twenty (25) years and with the Company to have the right to extend the same for two (2) additional terms of twenty-five (25) years each, all pursuant to and as more particularly described in the Hotel Project Lease hereinafter authorized and defined; and

**WHEREAS**, the Company has also approached the City seeking use of an approximately 1.5 acre site in the vicinity of the Hotel Project Site located at the corner of Memorial Parkway and Don Mincher Drive as more particularly described on **Exhibit B** hereto (the "**Commercial**

---

President of the City Council of the City  
of Huntsville, AL  
Date: November 16, 2023

---

*Site*") for the development of a commercial project containing restaurants and retail developments (the "**Commercial Project**"), all as more particularly described herein; and

**WHEREAS**, the Company has requested that the City agree not transfer, encumber or otherwise dispose of the Commercial Site for the period hereinafter defined as the "Commercial Site Non-Encumbrance Period", following which time the City and the Company may determine for the City to convey the Commercial Site to the Company for development of the Commercial Project; and

**WHEREAS**, the City has determined that the Hotel Project is necessary and desirable in order to, among other things, (i) enhance the draw of the Renovated Stadium for spectators from outside the Huntsville area and, by extension, promote and enhance tourism and commercial activities within the City, (ii) support and expand commercial and entertainment activities occurring within the Renovated Stadium, (iii) accommodate overnight lodging needs of the City and enhance lodging tax revenues and receipts of the City, (iv) foster and promote activities at the various entertainment, commercial and retail developments around the Hotel Project Site, (v) promote tourism, commerce and industry within Huntsville, and (vi) enhance the overall quality of life for the residents and citizens of the City; and

**WHEREAS**, the agreement of the City to lease the Hotel Project Site to the Company as herein provided and set forth in the form of Hotel Project Ground Lease is determined by the City to be in the public interest and is being made under and in furtherance of any power and authority authorized by Amendment 772 to the Constitution of Alabama of 1901 (the "**Alabama Constitution**"), and the City has determined that the expenditure of public funds for the purposes herein specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree and bind themselves as follows:

## **ARTICLE I**

### **REPRESENTATIONS AND WARRANTIES**

**Section 1.1 Representations and Warranties of the City.** The City makes the following representations, warranties and findings:

(a) The City is duly organized as a municipal corporation under the laws of the State of Alabama and by action of its governing body has duly authorized the execution, delivery and performance of this Agreement.

(b) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by City, violates, constitutes a default under or a breach of (i) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or to which the City or its assets or properties are subject; or (ii) any law, judgment, decree, order,

ordinance, rule, regulation, consent or resolution applicable to the City or any of its assets or properties.

(c) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles or positions of the members of the governing body or the manner in which the officers of the City are selected or (iii) the subject matter of this Agreement.

#### **Section 1.2 Representations and Warranties of the Company.**

The Company hereby makes the following representations, warranties and findings:

(a) The Company is duly organized and validly existing as a limited liability company under the laws of the State of Alabama, and has duly authorized its execution, delivery and performance of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Company requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity) except for such consents, filings, notices and hearings described herein or already held or maintained.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Company, violates, constitutes a default under or a breach of (i) the Company's certificate of formation, operating agreement or other organizational documents of the Company, (ii) any agreement, instrument, contract, mortgage or indenture to which the Company is a party or to which the Company or its assets are subject, or (iii) any law, judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the Company or any of its assets.

(d) There is not now pending nor, to the knowledge of the Company, threatened, any litigation affecting the Company which questions (i) the validity or organization of the Company, (ii) the titles or positions of the members of the Company or its officers or the manner in which they are elected or (iii) the subject matter of this Agreement.

### **ARTICLE II DUE DILIGENCE; DEVELOPMENT PLAN**

**Section 2.1 Due Diligence.** (a) The Company shall have a period of ninety (90) days from the Effective Date (the "***Due Diligence Period***") to conduct its due diligence respecting the Hotel Project Site. The Company shall bear all costs of any environmental assessment, title examination or insurance, surveys and other diligence that the Company shall elect to conduct on or respecting the Hotel Project Site. The Company shall not interrupt existing City or other permitted activities on the Hotel Project Site as it conducts its due diligence of the Hotel Project Site. The Company shall have the right during the Due Diligence Period to elect not to proceed with the Hotel Project for any reason, including without limitation if due diligence of the Hotel Project Site by the Company reveals defects in the Hotel Project Site or other issues that in the



Company's sole judgment make the Hotel Project Site unsuitable for the Hotel Project. The Company shall have through the close of the Due Diligence Period to notify the City in writing whether it desires to proceed with the Hotel Project and the other transactions described in this Agreement. If the Company elects not to proceed with the Hotel Project as aforesaid, then this Agreement shall terminate and the Parties shall have no obligations to one another.

(b) The Hotel Site will be provided by the City on an "as-is" basis, and the City makes no representation or warrant concerning the Hotel Site, any conditions or other elements that may be on the Hotel Site, title to the Hotel Site, or the suitability of the Hotel Site for the Hotel Project, it being the understanding of the Parties that the Company shall be solely responsible for evaluating the condition, title, and suitability of the Hotel Site for the Hotel Project. The Company shall be solely responsible for obtaining any and all title insurance coverage desired by the Company with respect to the Hotel Site.

**Section 2.2 Proposed Development Plan; Development Plan.** (a) The Company shall cause to be prepared detailed plans, specifications, and drawings respecting the Hotel Project (the "**Proposed Development Plan**") for approval by the City as set forth herein. The Proposed Development Plan shall be based upon the initial rendering for the dual branded hotel and related parking as shown on **Exhibit C** hereto, containing:

- (i) plans and specifications, facade renderings of front portion, and renderings of the back and side portions of the Hotel Project;
- (ii) the number of overnight rooms for each of the two hotels within the Hotel Project;
- (iii) locations, square footage and related dimensions and physical attributes of each component of the Hotel Project (e.g., parking; meeting spaces; terrace-level restaurant; rooftop bar area; pool area);
- (iv) details for the common area improvements, including, without limitation, parking, landscaping, sitting walls, exterior lighting, common areas and fencing; and
- (v) the hotel flag/operator (each, a "**Flag**" and, collectively, the "**Flags**") for each of the two hotels within the Hotel Project.

The Company understands, acknowledges and agrees that the Proposed Development Plan shall provide such information as shall enable the City to ascertain the appearance, size, scale, look, composition and nature of the proposed Hotel Project, and to analyze intended uses therein.

(b) The City, acting by and through its Mayor or its Director of Urban Planning and Economic Development (the "**City Director**"), shall review the Proposed Development Plan in a reasonably timely manner and shall have a period of not more than 20 days from actual receipt of the Proposed Development Plan to either approve the same in writing or provide written comments

outlining the reasons for rejection of the Proposed Development Plan, including, but not limited to, such items as architectural finishes. If the Mayor or the City Director (acting by and on behalf of the City) rejects the Proposed Development Plan, the Company shall have a reasonable period of time to revise the Proposed Development Plan to be responsive to such written comments, and the process set forth herein for consideration of the Proposed Development Plan, as so revised, by the City (acting by and through the Mayor or the City Director) for approval shall also apply to any such revised Proposed Development Plan.

(c) If the Mayor or the City Director, acting by and on behalf of the City, approves the Proposed Development Plan within fifteen (15) days of the conclusion of the Due Diligence Period (said period, the "***Development Plan Approval Period***", then the same shall become the final development plan for the Hotel Project (the "***Development Plan***"). The Development Plan shall not be changed or modified without the prior written consent of the City (with the Mayor or the City Director acting by and on behalf of the City for such purpose).

(d) If the Proposed Development Plan is not approved as aforesaid by the close of the Development Plan Approval Period, then each of the Parties shall have the right to terminate this Agreement, upon which the Parties shall have no further obligation to one another hereunder and this Agreement shall terminate and be of no further force or effect.

### **ARTICLE III**

#### **THE HOTEL PROJECT GROUND LEASE; CITY TITLE TO THE HOTEL SITE**

**Section 3.1 Hotel Project Ground Lease.** Upon approval of the Development Plan by the Mayor or the City Director (acting by and on behalf of the City) pursuant to Article II hereof, the Parties shall enter into an absolute triple-net ground lease for the Hotel Site in the form set forth on ***Exhibit D*** hereto, with such changes thereto as the Mayor shall deem necessary or desirable and in furtherance of the terms and intentions of this Agreement (the "***Hotel Project Ground Lease***").

**Section 3.2 City to Forever Retain Title Ownership to the Hotel Site; Certificates Respecting Hotel Project Ground Lease.** (a) The Company understands, acknowledges and agrees that at no time shall the City lose fee simple title ownership to the Hotel Site or any portion thereof, and that the Hotel Site shall not become subject to any liens or rights of any person or entity other than a Leasehold Mortgage. The Company agrees that no lender, debt holder, partner, affiliate or other person or entity shall be given a mortgage, other than a Leasehold Mortgage, or foreclosable interest or right in or to any portion of the Hotel Site, nor shall the City be required to enter any agreement where its ownership interest would be subordinated to the rights of any lender, entity or person. As used herein, "***Leasehold Mortgage***" shall mean a mortgage on the rights of the Company under the Hotel Project Ground Lease that permits the beneficiary of such mortgage to assume the rights and obligations of the Company under the Hotel Project Ground Lease upon the occurrence of certain events, but that expressly provides that such mortgage does not permit such beneficiary to foreclose or otherwise obtain ownership of the Hotel Site.

(b) At all times while the Hotel Project Ground Lease is in effect, the Company shall from time to time execute, and/or cause its lenders, tenants, contractors and agents (as the case

may be) to execute, such documents or instruments as shall be reasonably required by the City to evidence the City's fee simple ownership in the Hotel Site should the City ever be required or desire to demonstrate the same.

(c) The City from time to time shall work in good faith with the Company to negotiate, execute and deliver to the holder of any Leasehold Mortgage such certificates of the City, in its capacity as Lessor under the Hotel Project Ground Lease, as shall be reasonably required confirming the term then in effect of the Hotel Project Ground Lease, the existence and conditions for any renewal of such term, the absence of any known defaults or events of default thereunder or hereunder, and the knowledge of the City as to its ownership of the Hotel Project Site, as well as to confirm and agree to provide such holder rights of notice and confirm the cure rights of such holder, as set forth in the Hotel Project Ground Lease, for any default or event of default hereunder or under the Hotel Project Ground Lease.

#### **ARTICLE IV** **THE HOTEL PROJECT**

**Section 4.1 Development of the Hotel Project.** (a) The Company hereby covenants and agrees to design, develop, and construct the Hotel Project in accordance with the Development Plan and consistent with the terms of Article II hereof. Any material deviation from the Development Plan must be submitted to the City in writing by the Company at such time as the Company determines to make such change. The Company shall be responsible for any and all costs incident to the development of the Hotel Project.

(b) The Company hereby covenants and agrees to have Commenced Construction of the Hotel Project within twelve (12) months of the effective date of the Hotel Project Ground Lease (the "**Commencement Deadline**"); provided, if due to the occurrence of a Force Majeure Event the Company is not able to Commence Construction of the Hotel Project by the Commencement Deadline, then for each day of the Force Majeure Event said deadline shall be extended by one day to address such condition before the Company shall be considered in default of such obligation; provided (i) at the time of the Force Majeure Event the Company is claiming or anticipating, the Company shall have first provided written notice to the City containing: (1) a description of the Force Majeure Event, (2) an explanation of how the Company anticipates such event will affect the Company's ability to timely perform such obligations, (3) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long the Company anticipates the Force Majeure Event will delay its ability to Commence Construction of the Hotel Project; and (ii) in no event shall the Company have more than eighteen (18) months from the effective date of the Hotel Project Ground Lease to have Commenced Construction of the Hotel Project.

(c) The Company hereby covenants and agrees to have Completed Construction of the Hotel Project by March 31, 2026 (the "**Completion Deadline**"); provided, if due to the occurrence of a Force Majeure Event the Company is not able to Complete Construction of the Hotel Project by the Completion Deadline, then for each day of the Force Majeure Event said deadline shall be extended by one day to address such condition before the Company shall be considered in default of such obligation; provided (i) at the time of the Force Majeure Event the Company is claiming

or anticipating, the Company shall have first provided written notice to the City containing: (1) a description of the Force Majeure Event, (2) an explanation of how the Company anticipates such event will affect the Company's ability to timely perform such obligations, (3) the actions the Company plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long the Company anticipates the Force Majeure Event will delay its ability to have Completed Construction of the Hotel Project; and (ii) in no event shall the Company have more than five years from the Effective Date to have Completed Construction of the Hotel Project.

(d) As used in this Agreement (1) "***Commence Construction***" or "***Commenced Construction***" shall be deemed to have occurred at such time as the Company shall have obtained a building permit for the Hotel Project and shall have poured and completed all foundations and footings for the Hotel Project, (2) "***Completed Construction***" or "***Complete Construction***" shall be deemed to have occurred at such time as a certificate of occupancy shall have been delivered for the Hotel Project; and (3) "***Force Majeure Event***" shall mean and include a material matter beyond the reasonable control of the Company (excluding unfavorable economic conditions), including acts of God, including without limitation earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather); acts of terrorism, epidemics, pandemics, quarantine restrictions, freight embargos, and national financial crises that limit normal extensions of credit to the Company for the Hotel Project.

**Section 4.2 Additional Obligations Respecting Overall Construction.** All construction activities regarding any portion of the Hotel Site shall be conducted in compliance with all applicable laws, ordinances, rules and regulations of any governmental authority, including, without limitation, all applicable licenses, permits, building codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor or other business performing any work in connection with the construction of the Hotel Project or any other improvements on the Hotel Site to obtain all necessary permits, licenses and approvals to construct the same. It is understood and acknowledged that the City will not waive any fees, access fees, or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with construction or operation of the Hotel Project. The City's approval of the Development Plan shall not be deemed an approval or waiver of any compliance by the Company or the Hotel Project with any such applicable laws.

**Section 4.3 Good Standing.** The Company, and any affiliate thereof, shall maintain its good standing within the City and shall at all times during the term of this Agreement and the Hotel Project Ground Lease be in compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City.

**Section 4.4 Casualty Event.** (a) Upon the occurrence of a Casualty Event, the Company shall have the right, but be under no obligation, to rebuild, reconstruct, repair, reconfigure or otherwise restore the Hotel Project as more particularly set forth in the Hotel Project Ground Lease.

(b) As used herein, "*Casualty Event*" shall mean an event whereby the Hotel Project is destroyed or materially damaged in whole or part by fire, windstorm, flooding, or any other cause whatsoever.

**Section 4.5 Exemption from City Liability.** In addition to the other provisions contained herein relieving the City from responsibility with respect to the Hotel Project, the Company hereby agrees that the City shall not be liable for injury to the Company's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Company, the Company's employees, tenants, customers, invitees, guests, contractors, visitors, or any other person in or about the Hotel Project, nor shall the City be liable for injury to the person of the Company, the Company's agents, employees, tenants, customers, invitees, guests, contractors, or visitors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wire, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, where the said damage or injury results from conditions arising upon the Hotel Project or upon other portions of the Hotel Site and which are not the result of the actions of the City. In addition to, and not in limitation of, the foregoing, the Company hereby acknowledges and agrees, for itself and on behalf of its agents, employees, tenants, customers, invitees, guests, contractors, and visitors, that the use of the Hotel Project or any other portions of the Hotel Site by any person is done at his, her or its own risk, and that the City shall not be responsible for any loss, damage or expense incurred by any user of the Hotel Project or any other portions of the Hotel Site. The foregoing shall in no event, however, be deemed to constitute a release of the City from claims due to the actions, willful misconduct, or inaction of the City in violation of this Agreement.

**Section 4.6 Indemnity.** (a) The Parties hereto understand, acknowledge and agree that the City's sole involvement with the Hotel Project shall be as landlord under the Hotel Project Ground Lease, and that the City shall incur no cost, expense, obligation, or liability as a result of the construction, development or operation of the Hotel Project or from any other activities occurring on the Hotel Site.

(b) The Company shall indemnify and hold harmless the City from and against any and all claims arising from the Company's, or any employee, agent, or invitee of the Company, negligence or misconduct in the operation or use of the Hotel Project, or arising from any negligence or willful misconduct of any of the tenants of the Hotel Project, and from and against all costs, attorney's fees, expenses and liabilities reasonably incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City by reason of any such claim, the Company upon notice from the City shall defend the same at Company's sole expense by counsel chosen by the Company and reasonable acceptable to the City, unless the City shall have a reasonable objection to same. The provisions of this Section 4.6 shall survive the termination of this Agreement.

## **ARTICLE V**

### **THE COMMERCIAL SITE; THE COMMERCIAL PROJECT**

**Section 5.1 Commercial Site Non-Encumbrance Period.** The City covenants and agrees not to transfer, encumber, or otherwise dispose of the Commercial Site while this

Agreement is in effect for a period commencing on the Effective Date hereof and running through, (provided that the Company shall have Commenced Construction of the Hotel Project in accordance with the terms of this Agreement) eighteen (18) months from the Effective Date (such period, the "**Commercial Site Non-Encumbrance Period**"). The Commercial Site Non-Encumbrance period may be extended for an additional period of twelve (12) months upon the written request of the Company and the written approval of such request issued by the Mayor (acting by and on behalf of the City) on or before the expiration of the original Commercial Site Non-Encumbrance Period. Anything in the Agreement to the contrary notwithstanding, whether express or implied, if the Company fails to have Commenced Construction of the Hotel Project by the Commencement Deadline, as the same may be extended as set forth in Article IV hereof, the agreements, restrictions and obligations respecting the Commercial Site agreed to or imposed upon the City set forth in this Section 5.1 and elsewhere in this Article V shall be of no further force or effect, and nothing in this Agreement or the Hotel Project Ground Lease shall limit or be deemed to limit the rights of the City to use the Commercial Site in the full discretion of the City and without regard to the provisions of this Agreement and the Hotel Project Ground Lease.

**Section 5.2 Presentation of Commercial Site Development Concept; Commercial Site Sale.** (a) The Company shall have through the close of the Commercial Site Non-Encumbrance Period to present a conceptual design for a restaurant, retail or hospitality development for the Commercial Site, including preliminary renderings, development parameters (the "**Conceptual Plan**"). If the City (with the Mayor or the City Director herein authorized to act on behalf of the City) approves the Conceptual Plan, then the Commercial Site Non-Encumbrance Period shall be extended for a period of sixty (60) days to permit time for the Company and the City to negotiate terms of and enter into one or more agreements (collectively, the "**Commercial Site Development and Sale Agreement**") for the sale of the Commercial Site to the Company for development of the commercial facility or facilities described in and based on the Conceptual Plan. All terms and provisions for the sale of the Commercial Site, including, without limitation, details for development of improvements on the Commercial Site, the purchase price for the Commercial Site, representations, warranties, and covenants of the two parties shall be contained and set forth in the Commercial Site Development and Sale Agreement; provided, the purchase price shall equal \$5.00/square foot and the earnest money deposit shall be equal to 10% of the purchase price of the Commercial Site.

(b) If the Parties are unable to reach definitive terms and finalize the Commercial Site Development and Sale Agreement within the aforesaid Commercial Site Non-Encumbrance Period, as the same may be extended by Section 5.2, then the restrictions and obligations respecting the Commercial Site imposed upon the City set forth in this Section 5.2 and elsewhere in this Article V shall be of no further force or effect, and nothing in this Agreement or the Hotel Project Ground Lease shall limit or be deemed to limit the rights of the City to use the Commercial Site in the full discretion of the City and without regard to the provisions of this Agreement and the Hotel Project Ground Lease.

## **ARTICLE VI**

### **CONDITIONS PRECEDENT**

**Section 6.1 Condition Precedent to City's Obligations.**

The City shall not be obligated to enter the Hotel Project Ground Lease or to undertake any of its other obligations hereunder until:

(i) The Development Plan shall have been approved pursuant to Article II hereof; and

(ii) The City shall have received the Company's executed counterpart of this Agreement, executed by a duly authorized officer of the Company; and

(iii) The Company shall have provided the City a copy of its duly-executed (or to be executed contemporaneously with the Hotel Project Ground Lease) and enforceable franchise agreement with each Flag for the Hotel Project.

**Section 6.2 Conditions Precedent to Company's Obligation.**

The Company shall not be obligated to enter the Hotel Project Ground Lease or to develop and construct the Hotel Project until:

(i) The Company shall have received the City's executed counterpart of this Agreement, executed by a duly authorized officer of the City; and

(ii) The Development Plan shall have been approved pursuant to Article II hereof.

**ARTICLE VII  
EVENTS OF DEFAULT AND REMEDIES**

**Section 7.1 Events of Default by the City.**

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a "*City Event of Default*") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) A petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) Failure by the City to perform or observe any of its agreements or covenants contained in this Agreement, which failure

shall have continued for a period of thirty (30) calendar days after written notice thereof from the Company, unless (A) the Company shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action; or

(iii) a default, following expiration of any applicable cure period, by the City under the Hotel Project Ground Lease.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus for performance of the City obligation. The Company shall not be entitled to any other damages whatsoever, including, without limitation, compensatory damages, business interruption damages, incidental damages, punitive damages, consequential damages, or similar damages, whether arising at law, in equity or otherwise.

#### **Section 7.2 Events of Default by the Company.**

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a "***Company Event of Default***") (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) at any time prior to the completion by Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within sixty (60) days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of thirty (30) calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such thirty (30) day period or any extension thereof,



the Company has commenced and is diligently pursuing appropriate corrective action; or

(iii) a default, following expiration of any applicable cure period, by the Company under the Hotel Project Ground Lease.

(b) During any period after the City has provided written notice to the Company specifying the existence of a Company Event of Default and during which the Company has failed to cure said Company Event of Default to the reasonable satisfaction of the City, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of the Company herein contained; provided the City shall not be entitled to any other damages whatsoever, including, without limitation, punitive, incidental, or consequential damages, whether arising at law or in equity.

(c) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus for performance of the City obligation. The Company shall not be entitled to any other damages whatsoever, including, without limitation, compensatory damages, business interruption damages, incidental damages, punitive damages, consequential damages, or similar damages, whether arising at law, in equity or otherwise.

**Section 7.3 Remedies Subject to Applicable Law.** All rights, remedies and powers provided in this Article VI may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article VI are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

## **ARTICLE VIII**

### **MISCELLANEOUS PROVISIONS**

**Section 8.1 Term.** Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force and effect at all times during the term of the Hotel Project Ground Lease.

**Section 8.2 Restrictions on Assignment.** The Company shall not have the right to assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the City prior to having Completed Construction (as defined in the Hotel Project Ground Lease) of the Hotel Project, and any purported assignment, transfer, encumbrance or hypothecation of this Agreement or any of the rights or obligations hereunder in violation of this Section 8.2 shall be null and void and of no force or effect. At any time following Completed Construction of the Hotel Project, the Company shall have the right to transfer and assign this Agreement at its sole discretion and without any consent or approval of the City.

**Section 8.3 Negation of Partnership.** The Parties specifically acknowledge that no Party is acting as the agent of the other Party in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in

this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties, or cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended and shall not be construed to create any third party beneficiary rights in any person who is not a party or a permitted transferee pursuant to this Agreement; and nothing in this Agreement shall limit or waive any rights any one or more of the Parties may have or acquire against any third person with respect to the terms, covenants or conditions of this Agreement.

**Section 8.4 Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

**Section 8.5 Exhibits.** The Exhibits, to which reference is made herein, are deemed incorporated into this Agreement in their entirety by reference thereto.

**Section 8.6 Amendment.** Except as expressly provided in this Agreement, this Agreement may be modified or amended only by a written instrument, executed by each of the parties to this Agreement.

**Section 8.7 Entire Agreement; Conflict with Hotel Project Ground Lease.** (a) This Agreement and the exhibits hereto contain all the representations and the entire agreement among the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and exhibits hereto. Neither the conduct nor actions of the Parties, nor the course of dealing or other custom or practice between or among the Parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement

(b) In the event of a conflict between this Agreement and the Hotel Project Ground Lease, the terms of the Hotel Project Ground Lease shall control.

**Section 8.8 Ambiguity.** The terms, conditions and provisions of this Agreement were agreed to in arm's length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

**Section 8.9 Further Assurances; Covenant to Sign Documents.** Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any

and all documents and writings, which may be necessary or proper to achieve the purposes and objectives of this Agreement.

**Section 8.10 Counterpart Execution.** For convenience, this Agreement may be executed by the Parties in multiple counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same Agreement.

**Section 8.11 Liabilities of the City.** The Company understands, acknowledges and agrees that the obligations of the City as set forth herein are limited by the limitations imposed on public bodies, municipalities and public corporations by the Constitution of the State of Alabama and under other applicable Alabama law.

**Section 8.12 No Waiver.** No consent or waiver, express or implied, by any Party hereto or to any breach or default by any other Party in the performance by such other Party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any Party hereto shall be construed to waive or limit the need for such consent in any other or subsequent instance.

**Section 8.13 Notices.**

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(1) If to the City:

The City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801  
Attn: Mayor

(2) If to the Company:

BREG HSV, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142  
Attention: Stephen R. Mills

With a copy to:  
Bear Development, LLC

4011 80<sup>th</sup> Street  
Kenosha, WI 53142  
Attention: John E. Hotvedt, Vice President – General Counsel

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier.

(c) Notices may be either: (i) delivered by hand; (ii) delivered by a nationally recognized overnight courier which maintains evidence of receipt; or (iii) sent by facsimile transmission with a confirmation copy delivered the following day by a nationally recognized overnight courier which maintains evidence of receipt. Notices shall be effective on the date of receipt. If any Notice is not received or cannot be delivered due to a change in address of the receiving party, of which notice was not properly given to the sending party, or due to a refusal to accept by the receiving party, such Notice shall be effective on the date delivery is attempted.

**Section 8.14 Survival of Covenants.** The covenants in this Agreement shall not terminate until they have been fully performed or have expired by their terms.

**Section 8.15 Venue.** Each of the City and Company irrevocably submits to the jurisdiction of the Alabama state courts sitting in Madison County, Alabama (collectively, the "**Courts**") over any suit, action or proceeding arising out of or relating to this Agreement, the Hotel Project Ground Lease, or any of the transaction undertaken in connection therewith (an "**Agreement Action**"); (b) waives, to the fullest extent permitted by law, any objection or defense that such party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; and (c) agrees that final judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon such party and may be enforced in any other court to the jurisdiction of which the City or the Company is subject, by a suit upon such judgment.

**Section 8.16 No Third-Party Beneficiaries.** This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest or obligations hereunder, is intended for the benefit of any other person or third-party.

**IN WITNESS WHEREOF**, the City and Company have each caused this Agreement to be duly executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and have caused this Agreement to be dated the date and year first above written.

**"CITY":**

**CITY OF HUNTSVILLE**

ATTEST:

\_\_\_\_\_  
City Clerk

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

(SEAL)

**"COMPANY":**

BREG HSV, LLC,  
an Alabama limited liability company

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

Its: Authorized Member

**EXHIBIT A  
THE HOTEL SITE**

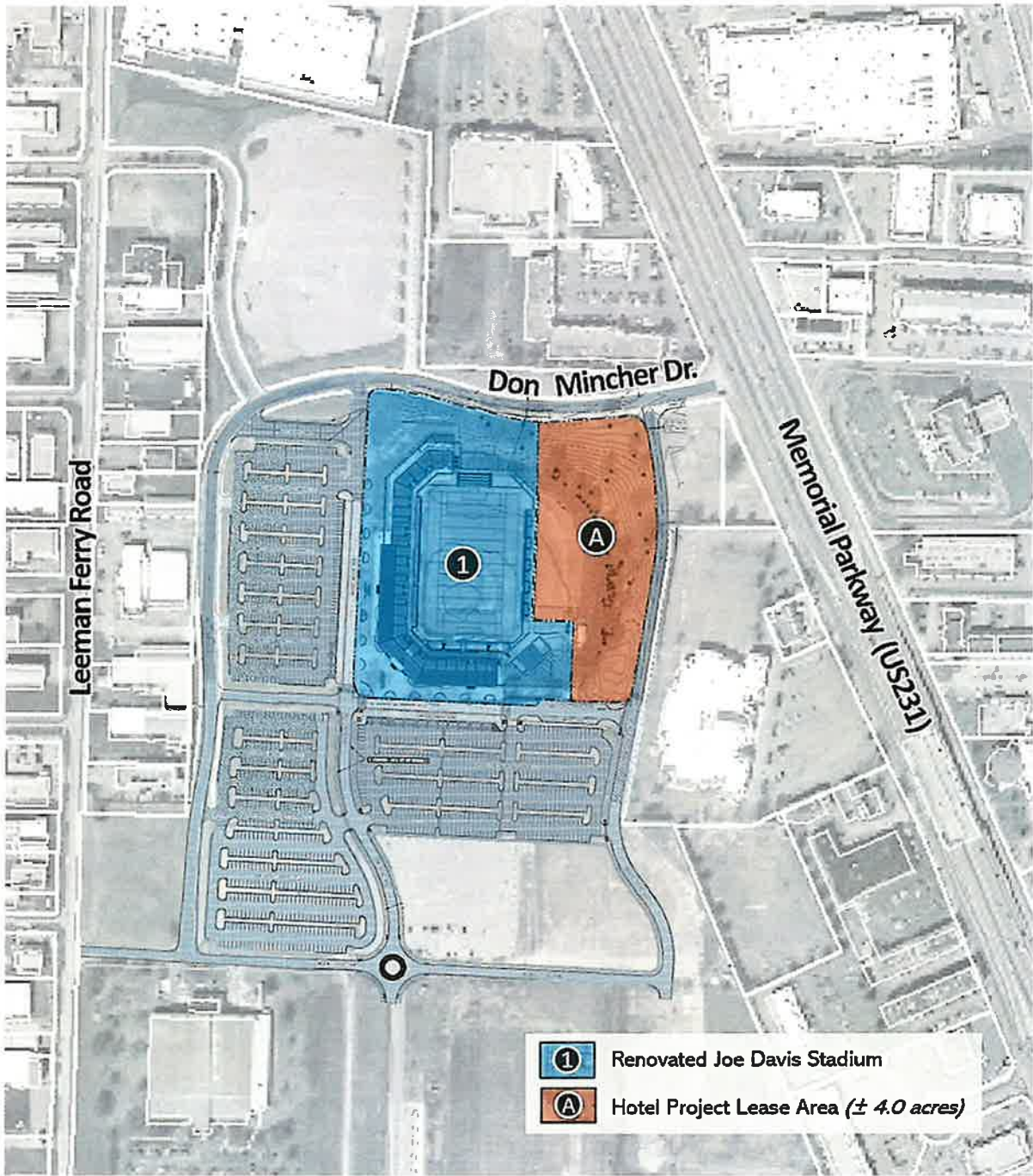


Exhibit A



**EXHIBIT B  
THE COMMERCIAL SITE**

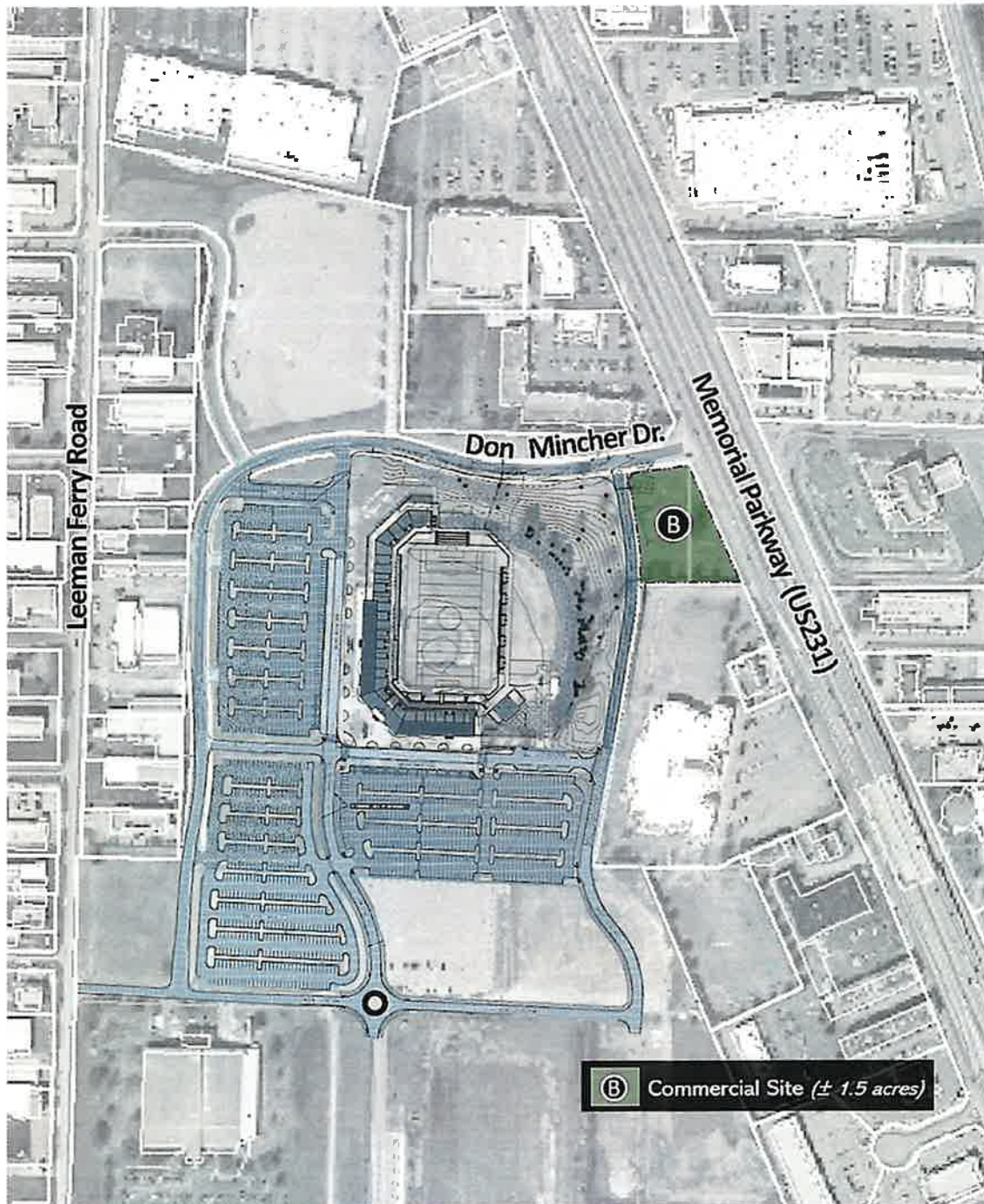


Exhibit C

# **EXHIBIT C** **INITIAL HOTEL PROJECT SITE LAYOUT AND RENDERINGS**

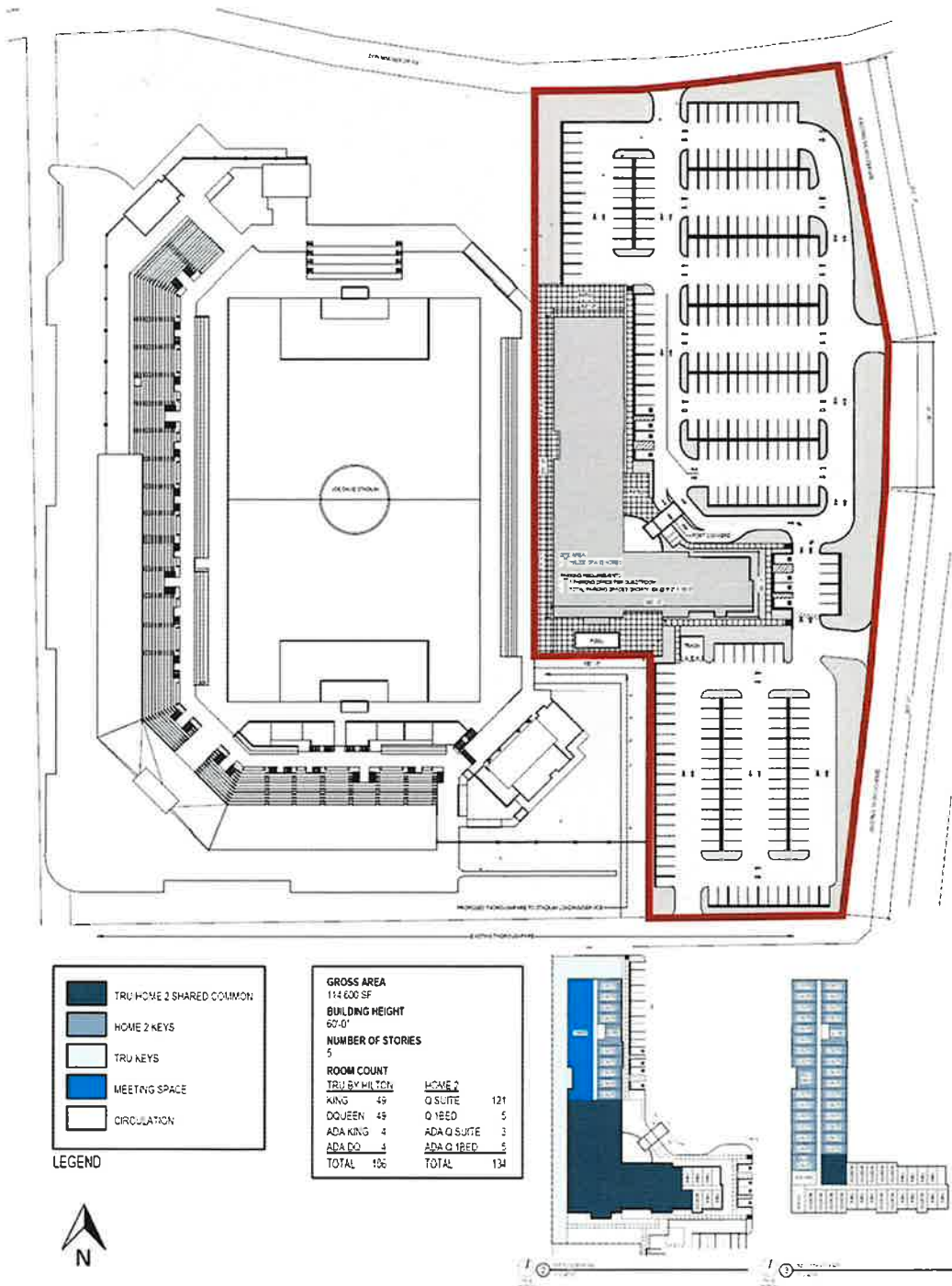


Exhibit C





Exhibit C

**EXHIBIT D**  
**FORM OF HOTEL PROJECT GROUND LEASE**

**[To be attached]**

Exhibit D

**GROUND LEASE**  
**DATED NOVEMBER 17, 2023**  
**BY AND BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA, AS LESSOR,**  
**AND**  
**BREG HSV, LLC, AS LESSEE**

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## **GROUND LEASE**

**THIS GROUND LEASE** (this “Lease”) is made and entered into as of the 17<sup>th</sup> day of November, 2023 (the “Commencement Date”) by and between **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation (“Lessor”), and **BREG HSV, LLC**, an Alabama limited liability company (“Lessee”).

## **R E C I T A L S:**

Lessor is the owner of fee simple title to the Land, as hereinafter defined.

Lessor desires to lease the Land to Lessee for the construction and operation of the Project, as hereinafter defined, and Lessee desires to lease the Land from Lessor and construct and operate the Project on the Land, subject to and in accordance with the terms, provisions, and covenants contained in this Lease.

Lessor has determined that the leasing of the Land to Lessee as herein provided is in the public interest.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, Lessor and Lessee hereby agree as follows:

## **ARTICLE I** **DEFINITIONS; RULES OF CONSTRUCTION**

1.01 Definitions. In addition to the other definitions set forth in this Lease, as used throughout this Lease, the following initially capitalized terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

(a) Additional Rent. The term “Additional Rent” shall have the meaning given to such term in Section 3.02 below.

(b) Adjacent Land. The term “Adjacent Land” shall mean the approximately 1.5 acres more or less located at the corner of Memorial Parkway and Don Mincher Drive which will be purchased by Lessee from Lessor around the time of the Commencement Date. The Adjacent Land shall be used for restaurants, entertainment venues, hotels or related services to support John Hunt Park and surrounding areas.

(c) Affiliate. The term “Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, is in common control of, is controlled by, or is under direct or indirect common control with, such Person, and, if such Person is an individual, any member of the immediate family of such individual and any trust whose principal beneficiary is such individual or one or more members of such immediate family and any Person which is controlled by any such member or trust. As used herein, the term “control” (and like terms) when used with respect to any Person, means the direct or indirect beneficial ownership of more than five percent (5%) of the outstanding voting securities or voting equity of such Person or possession, directly or



indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of voting securities or by contract or otherwise.

(d) Applicable Rate. The term “Applicable Rate” shall mean a per annum interest rate equal to the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted to be charged by law to Lessee.

(e) Alterations. The term “Alterations” shall have the meaning given to such term in Section 5.01(a) below.

(f) Base Rent. The term “Base Rent” shall mean the total amount paid annually in connection with this Lease transaction. For purposes of this Lease, the Base Rent will initially be One Hundred Thousand Dollars (\$100,000.00) per year. The Base Rent shall be increased three percent (3%) every fifth year of the Lease.

(g) Casualty Event. The term “Casualty Event” means any damage or destruction to the Premises caused by or resulting, in whole or in part, by any fire, windstorm, flooding, or any other cause whatsoever, including acts of God.

(h) Commencement Date. The term “Commencement Date” shall mean the date of this Lease.

(i) Completed Construction. The term “Completed Construction” shall mean that the construction of the Initial Construction (or any Alterations or Restoration, as applicable) has been completed by all of the following requirements being satisfied: (i) Lessee’s architect delivers to Lessor a certification that the Initial Construction has been completed with the exception of minor punch list items and insubstantial details of construction, mechanical adjustment or decoration, in substantial accordance with the Development Plan, (ii) Lessee shall have obtained a Certificate of Occupancy for the Initial Construction, any Alterations or Restoration, as applicable, and (iii) Lessee delivers to Lessor a final (subject to release of retainage) release and waiver of mechanic’s and materialmen’s liens covered by the Initial Construction, any Alterations or Restoration, as applicable, executed by the general contractor for the Initial Construction, any Alterations or Restoration, as applicable.

(j) Completion Deadline. The term “Completion Deadline” shall have the meaning given to such term in Section 4.02 below.

(k) Condemnation. The term “Condemnation” shall mean and refer to a taking during the Term of all or any part of the Premises, or any interest therein or right accruing thereto, including any right of access, by or on behalf of any Governmental Authority or by any entity granted the authority to take property through the exercise of the power of eminent domain granted by statute or by, under or as a result of any agreement that conveys to the condemning authority all or any part of the Premises as a result of, or in lieu of, or in anticipation of, the exercise of the right of condemnation or eminent domain.

(l) CPI Fraction. The term “CPI Fraction” means a fraction (which shall never be less than one), the numerator of which is the Price Index (hereinafter defined) most recently published prior to the applicable date and the denominator of which is the Price Index most recently

published prior to the Commencement Date. The term “Price Index” means the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor (or any successor thereto), for All Urban Consumers, U.S. City Average, All Items (1982-1984). If such Consumer Price Index is terminated, a successor or substitute index, appropriately adjusted, shall be reasonably selected by Lessor. If such Consumer Price Index is converted to a different standard reference base or is otherwise revised, the Price Index shall be determined with the use of such conversion factor, formula or conversion table as may be published by the Bureau of Labor Statistics or, if such Bureau shall not publish same, then with the use of such conversion factor, formula or table as may be reasonably selected by Lessor.

(m) Default. The term “Default” shall mean the occurrence or existence of any event which, but for the giving of notice or the expiration of time or both, would constitute an Event of Default.

(n) Development Agreement. The term “Development Agreement” shall mean that certain Project Development Agreement dated November 17, 2023, between Lessor and Lessee.

(o) Development Plan. The term “Development Plan” shall have the meaning given to such term in the Development Agreement.

(p) Event of Default. The term “Event of Default” shall have the meaning given to such term in Section 15.01(a) below.

(q) Expiration Date. The term “Expiration Date” shall mean 25 years from the Commencement Date, unless this Lease is sooner terminated in accordance with the terms and provisions hereof or unless this Lease is extended by Lessee in accordance with, and subject to, the terms and provisions of Sections 16.01 and 16.02 hereof.

(r) Fiscal Year. The term “Fiscal Year” means the period of time commencing on October 1 each year and continuing through and including September 30 of the immediately succeeding year.

(s) Foreclosure Action. The term “Foreclosure Action” means the foreclosure of a Permitted Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by the Permitted Mortgagee which results in the Permitted Mortgagee or any purchaser at such foreclosure sale acquiring title to or any interest in the Premises.

(t) Force Majeure Event. The term “Force Majeure Event” shall mean any material matter beyond the reasonable control of Lessee (excluding unfavorable economic conditions), including, without limitation, acts of God, earthquakes, fire, floods, tornadoes, hurricanes, and extreme weather conditions (but not including normal seasonal inclement weather), acts of terrorism, epidemics, quarantine restrictions, freight embargos, and national financial crises that limit normal extensions of credit to Lessee for the Project.

(u) Governmental Authority. The term “Governmental Authority” shall mean and refer to any and all city, county, state and federal governmental or quasi-governmental

agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Premises.

(v) Intentionally Omitted.

(w) Hospitality Operator. The term “Hospitality Operator” shall mean and refer to that person or entity chosen by Lessee to operate the Hotel Properties, which name shall be given to the City for its approval before signing this Lease. It is understood that said approval shall not be unreasonably withheld or delayed.

(x) Hotel Properties. The term “Hotel Properties” shall mean that portion of the Project occupied by a dual branded hotel to include, at a minimum: (i) a 200-room, limited-service hotel; and (ii) meeting space for general meetings and conferences and events. The hotel shall be a Hilton product or equivalently branded hotel property similar to those found in southeastern cities in the United States, such as Atlanta, Birmingham, Charlotte, Greenville or Nashville.

(y) Improvements. The term “Improvements” shall mean and refer collectively to (i) the Project, (ii) any Alterations and any other buildings, structures and other improvements hereafter installed or erected on the Land, and (iii) all fixtures owned by Lessee hereafter installed or erected in or upon the Land (including equipment, elevators, escalators, stairwells, machinery, pipes, conduit, wiring, heating ventilation and air conditioning systems).

(z) Initial Construction. The term “Initial Construction” shall mean the completion of the hotel project and related parking and infrastructure by Lessee in accordance with the Development Plan.

(aa) Insolvency Event. The term “Insolvency Event” means the occurrence of any of the following:

(i) Lessee makes an assignment for the benefit of its creditors; or

(ii) An involuntary petition is filed against Lessee under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, and such petition is not dismissed within one hundred twenty (120) days after the date filed; or

(iii) Lessee shall file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by Lessee under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by Lessee under the arrangement provisions of the United States Bankruptcy Code or under the provisions of any law of like import.

(bb) Institutional Lender. The term “Institutional Lender” means a savings and loan association, savings bank, commercial bank or trust company, insurance company, private mortgage company, real estate investment trust, investment bank, or any other lender generally considered an “institutional” real estate lender and which makes loans secured by real estate as an

ordinary part of its business. An entity meeting the foregoing requirements shall be deemed an “Institutional Lender” whether acting individually or in a fiduciary capacity

(cc) Land. The term “Land” shall mean, initially, that certain approximately 4.09 acres, more or less, parcel of real property situated in the City of Huntsville, Madison County, Alabama which is more particularly described in Exhibit A hereto.

(dd) Liabilities. The term “Liabilities” means any and all liabilities, losses, damages, penalties, fines, claims, actions, causes of action, suits, costs, expenses, and disbursements, including, without limitation, reasonable attorneys’ fees and expenses, of any kind or nature.

(ee) Legal Requirements. The term “Legal Requirements” shall mean and refer to all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any applicable Governmental Authorities, foreseen or unforeseen, ordinary or extraordinary, or arising from any restrictions or agreements of record, which now or at any time hereafter are applicable to the Premises or any portion thereof, or any use, condition, maintenance, repair or operation thereof.

(ff) Outside Completion Date. The term “Outside Completion Date” shall have the meaning given to such term in Section 4.02 below.

(gg) Outside Restoration Date. The term “Outside Restoration Date” shall have the meaning given to such term in Section 12.01(b) below.

(hh) Person. The term “Person” with an initial capital letter, shall mean and refer to any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate or other entity or organization.

(ii) Permitted Loan. The term “Permitted Loan” shall mean any loan obtained by Lessee from an Institutional Lender or an affiliate of Lessee and secured by a Permitted Mortgage; provided, however, that a Permitted Loan shall not be (i) secured by any other property or (i) cross-defaulted or cross-collateralized with any other loans owing by Lessee or any Affiliates thereof to the Permitted Mortgagee or any Affiliates thereof.

(jj) Permitted Mortgagee. The term “Permitted Mortgagee” shall mean and refer to any Institutional Lender which is the holder of the Permitted Mortgage.

(kk) Permitted Mortgage. The term “Permitted Mortgage” shall mean any mortgage encumbering all of the leasehold interest of Lessee under this Lease (subject to all the terms and provisions of this Lease) which secures a Permitted Loan.

(ll) Permitted Sublease. The term “Permitted Sublease” means any sublease between Lessee and a Subtenant which does not involve or allow any Prohibited Uses.

(mm) Permitted Use. The term “Permitted Use” shall have the meaning set forth in Section 17.01 hereof.

(nn) Personal Property. The term “Personal Property” shall mean and refer to all furniture, furnishings, fixtures, appliances, and other personal property owned by Lessee or any Subtenants situated on any portion of the Premises.

(oo) Premises. The term “Premises” means and refers to the Land and the Improvements to be constructed by Lessee on the Land in accordance with the terms and conditions of this Lease and the Development Agreement, together with all and singular the appurtenances, rights, privileges and easements unto the Land belonging or in anywise thereto appertaining. References in this Lease to the Premises shall be construed as if following by the phrase “or any part thereof” unless the context otherwise requires.

(pp) Prohibited Uses. The term “Prohibited Uses” means any of the uses prohibited in Schedule 1 hereto.

(qq) Project. The term “Project” shall mean and refer collectively to the dual branded hotel(s) and parking lots associated therewith, as described in the Development Plan to be constructed on the Land by Lessee as part of the Initial Construction in accordance with the terms and provisions of Article IV below, together with any Alterations and all appurtenances and fixtures thereto.

(rr) Rent. The term “Rent” shall mean, collectively, the Base Rent and the Additional Rent.

(ss) Restoration. The term “Restoration” shall mean the repair, restoration and reconstruction of the Premises to at least the condition existing immediately prior to any Casualty Event or Condemnation to a standard and quality no less than the construction of the Initial Construction, or to such other condition as shall be otherwise mutually agreed to in writing by Lessor and Lessee.

(tt) Restoration Deadline. The term “Restoration Deadline” shall have the meaning given to such term in Section 12.01(b) below.

(uu) Restoration Notice. The term “Restoration Notice” shall have the meaning given to such term in Section 12.01(a) below.

(vv) Stadium. The term “stadium” shall mean or refer to Joe Davis Stadium, as that Stadium is renovated for use for high sports and an MLS NextPro Soccer team.

(ww) Subtenants. The term “Subtenants” shall mean, collectively any sublessees of Lessee occupying any portion of the Project under a Permitted Sublease.

(xx) Taxes. The term “Taxes” shall mean, refer to and include the amount of all (i) real property taxes of every kind or nature, (ii) real property assessments (whether general, special, business improvement district or otherwise), (iii) personal property taxes, (iv) occupancy and rent taxes, (v) water and sewer rents and charges, (vi) excises, (vii) levies, (viii) license and permit fees, (ix) service charges with respect to fire, police and trash services, (x) street and highway construction, maintenance and lighting, (xi) fines, penalties and other similar or like governmental charges and interest and costs with respect thereto, and (xii) other impositions and

charges of any Governmental Authority of every kind and nature whatsoever, extraordinary as well as ordinary, including gross receipts, rent, occupancy and privilege or use taxes assessed to or payable with respect to the Premises, the Improvements, any Alterations, any Personal Property and any other improvements or additions thereto, this Lease. Taxes shall also mean and include all impositions charged, laid, levied, assessed or imposed in lieu of or in addition to the foregoing under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of applicable federal, state, county or municipal governments; provided, however, that in no event shall Lessee be obligated to pay income, franchise or other similar taxes payable by Lessor.

(yy) Term. The term "Term" shall mean a term commencing on the Commencement Date and expiring on the Expiration Date, subject to earlier termination as provided in this Lease, or to extension as provided in this Lease.

1.02 Rules of Construction. For the purposes of this Lease, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(a) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to".

(b) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision or Exhibit.

(c) All Recitals set forth in, and all Exhibits and Schedules referred to in, this Agreement are hereby incorporated in this Agreement by reference.

(d) In the event of any conflict between the terms and provisions of the Development Agreement and this Lease, the terms and provisions of this Lease shall at all times control.

## **ARTICLE II**

### **LEASE OF PREMISES, TERM AND USE**

2.01 Lease of Premises. Lessor hereby leases and demises to Lessee, and Lessee hereby takes and hires from Lessor, the Premises for and during the Term, subject to and upon the terms and conditions hereinafter set forth. Lessee confirms and acknowledges that, subject to Lessee's full, complete and timely compliance with all of the terms and provisions of this Lease, Lessor's interest in the Improvements to be constructed by Lessee on the Land shall be limited to a reversionary interest in the same upon termination of this Lease on the Expiration Date.

2.02 Term. The Premises are leased for the Term, commencing on the Commencement Date and expiring on the Expiration Date, subject to earlier termination as hereinafter provided.

2.03 Options. Lessee shall have the right to extend the Term of this Lease subject to, and in accordance with, the terms and provisions of Sections 16.01 and 16.02 below.

2.04 “AS IS” Condition. Lessee has examined the Premises and accepts possession of the Premises in its “AS IS” condition on the Commencement Date. Lessee has full responsibility for the condition, alteration, maintenance, management, repair and replacement of the Premises, and (a) except as otherwise expressly provided in this Lease, Lessor has no obligation whatsoever to perform any work or make any repairs with respect to the Premises, to furnish any services with respect to the Premises (other than municipal services customarily provided by the City of Huntsville as a municipality, such as fire and police protection), or to incur any expenses with respect to the Premises, (b) Lessor does not represent or warrant title to the Premises (it being the sole responsibility of Lessee to satisfy itself as to the City’s title to the Premises), (c) the Premises are leased subject to all easements, restrictions, reservations, rights-of-way, and other matters of record, and (d) Lessor has no responsibility with respect to the condition of the Premises (including any latent defects). Lessee expressly acknowledges and agrees that Lessor has not made and is not making, and Lessee, in executing and delivering this Lease, is not relying upon, any warranties, representations, promises or statements of, by or on behalf of Lessor, except to the extent that the same are expressly set forth in this Lease. Without limiting the generality of the preceding provisions, Lessee, by taking possession of the Premises shall conclusively be deemed to have agreed that the Premises were in satisfactory condition as of the Commencement Date.

2.05 Use. During the Term of this Lease, Lessee shall use the Premises solely for the Permitted Use. In addition, Lessee shall not at any time use or occupy the Premises or suffer or permit its tenants or Subtenants to use or occupy the Premises (a) in any manner that violates any of the terms or provisions of this Lease, (b) so as to cause waste, (c) so as to violate any insurance policy then issued with respect to the Premises or (d) so as to create a nuisance. Lessee shall at all times during the Term of this Lease comply, and cause all of its Subtenants to comply, with all Legal Requirements from time to time applicable to the Premises.

### **ARTICLE III**

#### **RENT**

3.01 Base Rent. On or before the earlier of Lessee’s Completed Construction or the Completion Deadline Date and on each anniversary date of the Commencement Date throughout the Term, Lessee shall pay to Lessor, in advance, as rental for the use and occupancy of the Premises, the Base Rent for the ensuing year, without notice or demand.

3.02 Additional Rent. In addition to the Base Rent, Lessee shall also pay and discharge throughout the Term, as additional rent (collectively, “Additional Rent”), all amounts, Liabilities, obligations and expenses, of every kind or nature, relating to or arising from the development, construction, leasing, operation, management, maintenance, repair or use of the Premises, including, without limitation, (a) all Taxes with respect to the Premises (as provided in Section 6.01 below), (c) all utilities with respect to the Premises (as provided in Section 7.01 below), (d) compliance with all Legal Requirements (as provided in Sections 8.01 and 8.02 below), (e) all costs of maintaining, operating and repairing all of the Improvements and Lessee’s Personal Property on or within the Premises (as provided in Section 9.01 below), and (f) all insurance costs and expenses (as provided in Article X below). This Lease is an absolute net lease and all Rent payable hereunder shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction and defense, so that this Lease shall yield to Lessor the full

amount of the Base Rent throughout the Term of this Lease. In no event shall Lessor have any obligation to pay or undertake any obligations relating to Additional Rent.

**3.03 Payment of Rent, Late Fees and Cure Rights.**

(a) All Rent shall be due and payable by Lessee in all events and Lessee agrees to pay said Rent without notice, demand, offset, counterclaim or deduction and without abatement, suspension, deferment, diminution or reduction, subject only to Lessee's rights to contest Taxes as set forth in Section 6.02, to contest Legal Requirements as set forth in Section 8.01(b), and to contest liens as set forth in Section 13.03.

(b) To the extent Lessee fails to promptly pay all Additional Rent when due, Lessor shall have the right, but not the obligation, to pay any such Additional Rent and all amounts of Additional Rent paid by Lessor, together with interest thereon at the Applicable Rate from and after the date on which Lessor pays any such Additional Rent, shall be due and payable by Lessee to Lessor on demand.

(c) If Lessee fails or refuses to perform any of its obligations under this Lease (following thirty (30) days written notice from Lessor to Lessee), then Lessor shall have the right, but not the obligation, to perform such obligations of Lessee without waiving or releasing any other rights or remedies of Lessor provided herein or otherwise affecting Lessee's obligations hereunder. Any amounts paid or incurred by Lessor in performing any of the obligations of Lessee shall constitute Rent and shall be due and payable by Lessee upon written notice, together with interest thereon at the Applicable Rate from and after the date on which Lessor incurs any such costs or expenses.

**ARTICLE IV**  
**CONSTRUCTION OF INITIAL IMPROVEMENTS**

**4.01 Initial Construction.**

(a) Lessee shall, at its sole cost and expense, construct and complete the Initial Construction in a good and workmanlike manner substantially in accordance with the Development Plan, the terms of the Development Agreement, this Lease, and all Legal Requirements.

(b) Lessee shall not commence the Initial Construction until all of the following conditions have been satisfied:

(i) All conditions precedent set forth in the Development Agreement have been satisfied; and

(ii) The City has cleared and removed all above-ground structures within the Land; and

(iii) The City has completed general site grading of the Land in preparation for the Project; and



(iv) The City has provided access to utilities (water, gas, electric, sewer and stormwater) at the Land; and

(v) Lessee has obtained the insurance required under the provisions of Article X below and has delivered to Lessor certified copies thereof, together with certificates (in form reasonably acceptable to Lessor) evidencing such insurance.

(c) Lessor's prior written approval will be required for any changes in the Development Plan.

(d) Lessor shall, at no out-of-pocket expense to Lessor, cooperate with Lessee in Lessee's efforts to obtain the required permits, approvals, and authorizations for the operation of the Improvements in accordance with the provisions of this Lease, including, if required, and as may be reasonably approved, by Lessor, (i) joining in applications for subdivision plat approvals, certificates of dedication, public works or other agreements, (ii) the execution of utility easements, permits for sewer, water and other utility services, and (iii) the dedication to the applicable Governmental Authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

(e) Lessor and its architects, engineers and representatives shall have the right to inspect the Premises from time to time and at any time during the Initial Construction.

4.02 Completion of Initial Construction. Lessee covenants and agrees to promptly commence construction of the Initial Construction and cause the Initial Construction to achieve Completed Construction no later than March 31, 2026 (the "Completion Deadline"); provided, however, that if due to the occurrence of a Force Majeure Event Lessee is not able to cause the Initial Construction to achieve Completed Construction by the Completion Deadline, then for each day of the Force Majeure Event the Completion Deadline shall be extended by one day to address such condition before Lessee shall be considered in default of such obligation, subject to the following: (i) at the time of the Force Majeure Event which Lessee is claiming or anticipating, Lessee shall have first provided written notice to Lessor, which notice shall contain (1) a description of the Force Majeure Event, (2) an explanation of how Lessee anticipates such Force Majeure Event will affect Lessee's ability to timely cause the Initial Construction to achieve Completed Construction no later than the Completion Deadline, (3) the actions Lessee plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long Lessee anticipates the Force Majeure Event will delay its ability to commence construction and/or cause the Initial Construction to achieve Completed Construction by the Completion Deadline; and (ii) in no event shall Lessee have more than three (3) years from the Effective Date of the Development Agreement (the "Outside Completion Date") to cause the Initial Construction to achieve Completed Construction.

4.03 Ownership of Improvements. All Improvements constructed on the Premises, including any and all Alterations, shall, subject to the terms and provisions of this Lease, be and remain the property of Lessee (or any successor to Lessee) during the Term and shall be considered part of Lessee's leasehold interest for all purposes of this Lease. Subject to the remaining terms and provisions of this Lease, upon expiration or termination of this Lease, title to all Improvements, including any and all Alterations approved by Lessor (excluding any Personal Property which may

be removed without material injury to the Premises), shall automatically vest in and become the Property of Lessor.

## **ARTICLE V** **ALTERATIONS**

### **5.01 Alterations.**

(a) Following Completed Construction of the Initial Construction, Lessee shall not make any material alterations, additions, or improvements to the exterior of the Premises, including any major structural exterior components of any of the Improvements, construct additional material exterior improvements on the Land, or demolish any exterior elements of the Improvements (collectively, the “Alterations”); provided, however, that Lessee (i) shall at all times satisfy all of its maintenance obligations set forth in Section 9.01 below and (ii) may, at its sole cost and expense, make any Alterations as may be required by Lessee’s hotel franchisor or any non-material Alterations to the Premises which Lessee, in its reasonable discretion, deems necessary or appropriate; provided, further, however, that Lessee shall not, without the prior written consent of Lessor, which may be granted or denied in the sole and absolute discretion of any of Lessor: (1) demolish all or substantially all of the Improvements, (2) alter the Improvements so as to reduce the aggregate rentable square footage of the Improvements, (3) reduce or increase the height of the Improvements, (4) alter the Improvements so as to adversely affect the structural integrity of the Improvements, (5) alter the nature of the Premises which would result in any portion of the Premises not being a Permitted Use, (6) alter the Improvements so as to limit or restrict ingress to or egress from the Project, or (7) make any Alterations to the exterior of the Premises. Notwithstanding the foregoing, the consent and approval of Lessor shall not be unreasonably withheld or delayed with respect to any of the Alterations described in clauses (1)-(7) if such Alterations result from a material Casualty Event or from a Condemnation (subject to the provisions of Article XII below). All Alterations shall be performed in accordance with the remaining terms and provisions of this Section 5.01.

(b) All Alterations shall be made in a good and workmanlike manner, in substantial compliance with all applicable Legal Requirements and shall conform in all material respects with the plans and specifications approved by Lessor. Lessee shall complete all Alterations with reasonable diligence and shall, promptly after completion of such Alterations, obtain all certificates, signoffs, licenses, permits, and approvals required by applicable Legal Requirements to be obtained with respect to the Alterations and with respect to all equipment, machinery and fixtures installed in connection with the Alterations. All materials, fixtures, machinery and equipment to be installed in the Improvements shall be of good quality and new.

(c) Lessee shall design and plan the staging of all Alterations and perform all construction involving any Alterations with the degree of care and skill ordinarily exercised by designers and contractors on similar projects in the same geographical area as the Premises. Lessee shall take appropriate action to ensure that all improvements owned by adjacent property owners shall not be damaged or disturbed by Lessee or its contractors in connection with the making of any Alterations and shall not unreasonably interfere with vehicular and pedestrian access to and from (i) the Project or (ii) any adjacent properties.

(d) Lessee shall not commence any Alterations until Lessee has met all of the following conditions:

(i) Lessee has obtained all permits, approvals, and authorizations required by all Governmental Authorities for the Alterations;

(ii) Lessee has obtained the insurance required by Section 5.02 below and has delivered to Lessor certificates (in form reasonably acceptable to Lessor) evidencing such insurance; and

(iii) If such Alterations require the consent of Lessor, the final plans and specifications for such Alterations shall have been approved by Lessor.

5.02 Insurance for Alterations. Lessee shall maintain the insurance coverages set forth in Article X below during any period that Lessee is engaged in performing any Alterations.

5.03 Cooperation. To the extent reasonably necessary, and without violating applicable Legal Requirements, Lessor shall, at no out-of-pocket expense to Lessor, cooperate with Lessee in Lessee's efforts to obtain the required permits, approvals, and authorizations for the construction of the Alterations and the operation of the Improvements in accordance with the provisions of this Lease, including, if acquired and as may be reasonably approved by Lessor, (a) joining in applications for building permits, subdivision plat approvals, certificates of dedication, public works or other agreements, (b) the execution of utility easements, permits for sewer, water and other utility services, and (c) the dedication to the applicable Governmental Authorities of such title to or easements for utility, roadway and slope or storm drainage areas or facilities as are reasonably necessary or desirable.

## **ARTICLE VI**

### **TAXES**

6.01 Payment of Taxes. Throughout the Term, Lessee shall pay and assume liability for all Taxes which may be levied or assessed against (a) the Premises, (excepting therefrom any interest in the Land which shall be exempt from such Taxes); (b) the interests of Lessor and Lessee therein and all other Improvements and Personal Property thereon, whether belonging to Lessor or Lessee, or to which either of them may become liable; (c) this Lease; and (d) the Rent payable hereunder. Lessee does hereby, indemnify, defend and hold Lessor and the Premises harmless from all Liabilities for any and all such Taxes, together with any interest, penalties or other sums thereby imposed and from any sale or other proceeding to enforce payment thereof. During the Term, Lessee shall cause all taxes levied or imposed upon any Personal Property situated in, on or about the Premises to be assessed separately from the Premises and not allow such Taxes to become a lien on or against the Premises.

6.02 Contest of Taxes. Notwithstanding anything provided herein to the contrary, Lessee shall have the right to contest in good faith and by appropriate and timely legal proceedings the legality, assessed valuation or amount of any Taxes. Lessor shall reasonably cooperate with Lessee in the prosecution of any such contest and such proceedings may be brought in the name of Lessor, if necessary, provided that all costs and expenses paid or incurred by Lessor in connection therewith (including, without limitation, all reasonable attorneys' fees, court and other

costs) shall be paid solely by Lessee. Notwithstanding the foregoing, Lessee shall pay without contest all Taxes unless (a) Lessor shall consent in writing to the appropriate contest or (b) all of the following requirements are satisfied by Lessee:

- (i) Such contest shall suspend the collection of such Taxes;
- (ii) No part of the Premises or any Rent therefrom would be subject to loss, sale or forfeiture before final determination of any such contest;
- (iii) Lessor would not be subject to any civil or criminal liability as a result of such non-payment or contest;
- (iv) Such proceedings shall not affect the payment of Rent hereunder or prevent Lessee from using the Premises for their intended purpose; and
- (v) Lessee notifies Lessor of such proceedings within ten (10) days after the commencement thereof and describes such proceedings in reasonable detail in such notice.

Lessee, in addition to conducting all contests in good faith and with due diligence, shall pay and discharge all amounts which shall be determined to be payable promptly after the final determination of any such contest.

6.03 Prorata Obligation to Pay Taxes Assessed After Expiration of Term. Any Taxes relating to any period of time which are within the Term but which may not be assessed, levied, confirmed, imposed upon or become a lien upon the Premises until after the Expiration Date, shall be apportioned between Lessor and Lessee as of the Expiration Date (other than an Expiration Date arising by reason of Lessee's Default), so that Lessee shall pay any portion of such Taxes for the fiscal period included in the period of time before the Expiration Date. To the extent required by Lessor, any such Taxes which are attributable to any period of time prior to the Expiration Date but which may be payable after the Expiration Date shall be paid by Lessee to Lessor on or prior to the Expiration Date.

## **ARTICLE VII**

### **UTILITIES, SECURITY AND PERSONNEL**

7.01 Utilities. Commencing on the Commencement Date and continuing thereafter throughout the remainder of the Term, Lessee agrees to obtain and pay for all charges and expenses (including posting all necessary bonds or deposits) for all public or private utility services (including, without limitation, electricity, gas, water, telephone, sanitary sewer, cable, internet, storm sewer and drainage and any other similar utility services) and any and all fire protection and trash removal services for the Premises and to indemnify, defend and hold harmless Lessor and the Premises from any Liabilities resulting from Lessee's failure to timely and completely pay the same.

7.02 Security. Lessee shall be solely responsible for providing all security for the Premises.

7.03 Personnel. Lessee shall, at its sole cost and expense, hire, employ, and pay for any security personnel for the operation, security and safety of the Project in such number and during such hours as is customarily found in other class-A mixed-use developments similar to the Project within the southeastern United States. Such personnel may not hold themselves out to be personnel or employees of Lessor or to have enforcement authority on behalf of the Lessor or any other Governmental Authority.

## **ARTICLE VIII**

### **COMPLIANCE WITH LEGAL REQUIREMENTS**

#### **8.01 Compliance with Legal Requirements.**

(a) Lessee, at Lessee's expense, shall comply, and shall cause its agents, employees, independent contractors, and all Subtenants to comply at all times with all Legal Requirements applicable to the Premises, the occupancy of the Premises, any Alterations, any Personal Property, or any activities at the Premises or in or upon any streets, roadways and alleys adjacent to the Premises. Without limiting the foregoing, but subject to the provisions of Section 8.01(b) below, Lessee shall promptly (i) cure all violations of any Legal Requirement caused by Lessee, its agents, employees, independent contractors, and all Subtenants as to which a notice of violation has been issued or as to which a directive or order has been issued by any Governmental Authority, (ii) discharge of record any such notice of violation and promptly comply with any such order or directive, and (iii) pay all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation of any Legal Requirements by Lessee, its agents, employees, independent contractors or any Subtenants.

(b) Notwithstanding the provisions of Section 8.01(a) above, Lessee shall have the right to contest in good faith any alleged violations of Lessee of any Legal Requirements, as long as (i) no part of the Premises or any Rent therefrom would be subject to loss, sale, forfeiture, fine, penalty, judgment or lien before final determination of any such contest; (ii) Lessor would not be subject to any civil or criminal liability as a result of such non-payment or contest; (iii) such proceedings shall not affect the payment of Rent hereunder or prevent Lessee from using the Premises for their intended purpose; and (iv) Lessee notifies Lessor of such proceedings within ten (10) days after the commencement thereof and describes such proceedings in reasonable detail in such notice. Lessee, in addition to conducting all contests in good faith and with due diligence, shall pay and discharge all amounts which shall be determined to be payable promptly after the final determination of any such contest.

#### **8.02 Environmental Compliance.**

(a) In addition to the provisions of Section 8.01 above, Lessee, at Lessee's expense, shall comply, and shall cause its agents, employees, independent contractors and Subtenants to comply, with all Environmental Laws. Such compliance includes Lessee's obligation, at its expense, to take Remedial Action when required by any Governmental Authority (in accordance with applicable Legal Requirements and this Lease) and to pay all fines, penalties, interest and other costs imposed by any Governmental Authority in connection with any violation of any Legal Requirements or the compliance with any Legal Requirements.

(b) As used herein, the following terms shall have the meanings set forth below:

(i) “Environmental Laws” shall mean all Legal Requirements: (1) relating to the environment, human health or natural resources; (2) regulating, controlling or imposing liability or standards of conduct concerning Hazardous Substances; (3) relating to the remediation of the Premises for Hazardous Substances, including investigation, response, clean-up, remediation, prevention, mitigation or removal of any Hazardous Substance; or (4) requiring notification or disclosure of releases of Hazardous Substances or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time;

(ii) “Hazardous Substances” shall mean any and all substances, materials, chemicals and/or wastes which now or hereafter are classified or considered to be hazardous or toxic, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity under any Environmental Law applicable to the Premises, and shall also include (1) gasoline, diesel fuel, and other petroleum hydrocarbons; (2) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (3) polychlorinated biphenyls; (4) radon gas; and (5) flammable liquids and explosives;

(iii) “Remedial Action” shall mean the investigation, response, clean up, remediation, prevention, mitigation or removal of contamination, environmental degradation or damage caused by, related to or arising from the existence, generation, use, handling, treatment, storage, transportation, disposal, discharge, Release (including a continuous Release) or emission of any Hazardous Substance, including the investigation, removal or closure of any underground storage tanks and any soil or groundwater investigation, remediation or other action required under or necessary to comply with any Environmental Laws; and

(iv) “Release” shall mean the release or threatened release of any Hazardous Substances into or upon or under any land, water or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, powering, escaping, emptying, placement and the like.

(c) Lessee shall notify Lessor promptly if (i) Lessee becomes aware of the presence or Release of any Hazardous Substance at, on, under, within, emanating from or migrating to the Premises in any quantity or manner, which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any liability or the obligation to take Remedial Action or other material obligations under any Environmental Law, or (ii) Lessee receives any written notice, claim, demand, request for information or other communication from a Governmental Authority, or a third party, regarding the presence or Release of any Hazardous Substance at, on, under, within, emanating from or migrating to the Premises or related to the Premises which could reasonably be expected to violate in any material respect any Environmental Law or give rise to any material liability or obligation to take Remedial Action or other material obligations under any Environmental Law.

(d) Lessee shall take and complete any Remedial Action in compliance with all Legal Requirements due to Lessee's violation of any Environmental Law with respect to the Premises and shall, when such Remedial Action is completed, submit to Lessor written confirmation from the applicable Governmental Authorities that no further Remedial Action is required to be taken ("Final Governmental Approval"). In connection with any Remedial Action, Lessee shall, (i) use an environmental consultant reasonably acceptable to Lessor, (ii) promptly submit to Lessor the plan of Remedial Action prepared by Lessee's environmental consultant (as approved by Lessor) and all material modifications thereof, and (iii) apprise Lessor, on a quarterly basis (or more frequently if reasonably requested by Lessor), of the status of such remediation plan and provide Lessor with copies of all correspondence, plans, proposals, contracts and other documents relating to such plan or proposed plan. If Lessee's environmental consultant determines that there is not a reasonable likelihood of obtaining Final Governmental Approval prior to the third anniversary of the date on which the remediation plan is first submitted to Lessor, a certificate to that effect shall be provided to Lessor by such environmental consultant on behalf of Lessee, which certificate shall also state, to the reasonable satisfaction of Lessor, the status of the Remedial Action and the schedule for completion of the Remedial Action, the reasons why such Final Governmental Approval is not likely to be obtained within such time period and that all Remedial Actions to date have been completed in accordance with all Environmental Laws.

## **ARTICLE IX**

### **REPAIRS AND MAINTENANCE; PERSONAL PROPERTY**

#### **9.01 Lessee to Maintain and Repair.**

(a) At all times throughout the Term, Lessee shall, at its sole cost and expense, keep and maintain the Premises, all Improvements thereon, and all Personal Property in good order and repair and safe condition, and in a manner consistent with the standards of operation and maintenance of a dual branded Hotel Property. Lessee shall make any and all replacements, additions to, and all Alterations or repairs in and about, the Premises and the other Improvements thereon that may be required by, and shall otherwise observe and comply with, all Legal Requirements from time to time applicable to the Premises. Lessee's obligations under this Section 9.01(a) shall include, without limitation, maintenance, repair and replacement, if necessary, of all structural and non-structural portions of the Premises, ordinary or extraordinary, foreseen and unforeseen, necessary or appropriate to keep the Premises in good and safe order and condition, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. Lessee shall keep the entire Premises, including sidewalks in front of the Premises, substantially free of any accumulations of trash, dirt, rubbish, water, snow and ice. All repairs, replacements and renewals shall be at least equal in quality, utility and class to the original work. Nothing contained in this Lease shall constitute any consent or request by Lessor, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Premises, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the filing of any lien or the making of any claim against Lessor with respect thereof. Notice is hereby given that Lessor shall not be liable for any labor services performed or any materials or other property furnished with respect to the Premises and that no mechanic's, materialmen's or other liens for any such labor, services or materials or other property shall attach to or affect the interest of Lessor in the Premises.

(b) Although Lessor is not obligated to make any repairs or replacements to the Premises, Lessor reserves the right, following the giving of any notices required by the terms and provisions of Section 3.03(c) above, to enter upon the Premises at reasonable times during normal business hours, and to make the foregoing repairs if Lessee has not done so. In the event such repairs are made by Lessor, Lessee shall reimburse Lessor upon written notice for the full cost and expense thereof, together with interest thereon at the Applicable Rate from and after the date on which Lessor incurs or pays any such costs or expenses. Lessor shall not be required to furnish any services or facilities or to make any repair or Alteration in or to the Premises and Lessee hereby assumes the full, sole and absolute responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises.

9.02 Lessor's Liability. Lessor shall not be required or obligated to make any changes, Alterations, additions, improvements or repairs in, on or about the Premises during the Term. Lessor shall not be liable for any Liabilities of any kind or character or any injury or damage of any kind or character (a) to any person or property arising from any use of the Premises, (b) caused by any defect in the Premises or any other Improvements thereto or in any equipment or other facility therein, (c) caused by or arising from any act or omission of Lessee, or of any of its members, agents, employees, Subtenants, licensees or invitees, (d) caused by or from any accident on the Premises, (e) caused by any Casualty Event or Condemnation, (f) occasioned by the failure of Lessee to maintain the Premises in accordance with all Legal Requirements or the terms of this Lease or (g) arising from any other cause whatsoever. Lessee, as a material part of the consideration of this Lease, hereby waives all claims and demands against Lessor for any such Liabilities or any injury or damage of any kind or character and does hereby indemnify, agree to defend and hold Lessor entirely free and harmless from all liability for any such Liabilities or any injury or damage of any kind, whether to Lessee and to other Persons, and from all costs and expenses arising therefrom.

## **ARTICLE X** **INSURANCE**

10.01 Insurance Policies Required. Beginning on the Commencement Date and at all times thereafter throughout the Term of this Lease, Lessee shall, at Lessee's sole cost and expense, keep and maintain the following insurance:

(a) Property Insurance. Effective on and after Completed Construction of the Initial Construction and continuing thereafter throughout the remainder of the Term, Lessee shall maintain property and Casualty Event insurance covering all Improvements against loss or damage by fire, lightning, windstorm, explosion, hail, tornado and such additional hazards as are included in Special Form (also known as "all-risk") coverage and against any and all acts of terrorism and such other insurable hazards as Lessor may require and that are ordinarily insured against by similar businesses, in an amount not less than 100% of the full replacement cost of the Project and all Improvements thereto, including the cost of debris removal, without deduction for depreciation, and such coverage shall be, in any event, at least sufficient to avoid the effect of the co-insurance provisions of any applicable policy. Lessor shall be named as an additional insured and loss payee on the foregoing property and casualty insurance coverage.



(b) Liability Insurance. Lessee shall maintain a policy of commercial general liability insurance for the joint benefit of Lessor, Lessee, and Permitted Mortgagee, under which Lessor and Lessee shall be named as co-insureds insuring against liability for damage to property or bodily injury or death occurring on, in or about the Premises or any Improvements thereto. Such insurance shall (i) include coverage for liability arising from premises and operations, elevators, independent contractors, contractual liability (including, without limitation, Lessee's indemnity obligations hereunder) and products and completed operations, (ii) be maintained on an "occurrence" form and (iii) provide coverage of at least \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, with an excess umbrella liability policy for bodily injury and property damage in the amount of at least \$5,000,000.00; provided, however, that commencing on the tenth anniversary of the Commencement Date, and on each 10-year anniversary thereafter, the amount of coverage covered by such commercial general liability insurance policy and excess umbrella liability policy shall be increased to such amounts then customarily obtained for similar properties in similar markets as mutually agreed to by Lessor and Lessee; provided, however, that if Lessor and Lessee do not reach a mutual agreement as to the increased amount of coverage at least thirty (30) days prior to each adjustment date, then such commercial general liability insurance coverage shall be increased by the CPI Fraction.

(c) Subrogation. Lessee does hereby waive and release Lessor from any and all liability or responsibility or for any other claim by, through or under Lessee, by way of subrogation or otherwise, for any loss or damage covered by (or which should be covered by) the insurance policies required to be maintained hereunder by Lessee, even if such loss or damage shall have been caused by the fault or negligence of Lessor or any one for whom Lessor may be responsible. Lessee shall obtain from its respective insurance carriers waiver of subrogation endorsements to all such policies in form reasonably acceptable to Lessor.

#### 10.02 Policy Provisions and Other Requirements.

(a) All insurance to be maintained hereunder by Lessee shall be issued by companies qualified to do business in the State of Alabama having an A.M. Best Company rating of A, Class VII or higher and shall be issued on the then current ISO form. Certified copies of, and certificates of insurance, evidencing all insurance coverage required hereunder (and certified copies of the annual renewal of such policies) shall be delivered to Lessor on the Commencement Date and an annual basis thereafter throughout the remainder of the Term in accordance with the remaining terms and provisions of this Section 10.02.

(b) The insurance policies required to be carried hereunder by Lessee may be carried under a blanket policy covering the Premises and other locations of Lessee and Lessee's Affiliates if such blanket policy contains an endorsement that guarantees a minimum limit available for the Premises equal to the minimum limits required by Section 10.01 above and the minimum limits shall not be reduced for claims made with respect any other properties, and such policies shall otherwise comply with all the other terms and provisions of the Article X.

(c) All insurance policies required by this Article X shall (i) contain endorsements that such insurance may not be cancelled or amended except upon not less than thirty (30) days prior written notice to the certificate holders, (ii) be written as primary policies (i.e., any insurance or self-insured maintained by Lessor shall not contribute with Lessee's

insurance or benefit Lessee in any way), and (iii) contain a waiver of subrogation endorsement in favor of Lessee.

(d) Lessee shall, within ten (10) days of payment, furnish to Lessor duplicate receipts or other evidence satisfactory to Lessor evidencing the payment of all premiums on any and all insurance required to be carried by Lessee in accordance with the terms and provisions of this Lease. The insurance carrier shall give Lessor at least thirty (30) days prior written notice with respect to nonpayment of premiums, cancellation, modification or non-renewal.

(e) If Lessee fails to maintain the insurance required by the foregoing provisions of this Article X or to timely furnish to Lessor the required evidence of such insurance, Lessee shall be responsible for all Liabilities incurred by Lessor with respect to such Default, including any Liabilities that would have been covered by insurance Lessee is required to maintain. If Lessee fails to maintain any of the insurance required by this Article X, Lessor may, at its option (but without any obligation to do so), in addition to exercising any other rights or remedies available under this Lease, obtain the insurance described in this Article X, in which event Lessee shall reimburse Lessor, as Additional Rent, within ten (10) days of being billed therefor, for the costs incurred by Lessor to obtain such insurance.

## **ARTICLE XI** **INDEMNITY**

11.01 Indemnity. Lessee does hereby indemnify, agree to defend and hold Lessor harmless from and against any and all Liabilities suffered, paid or incurred by Lessor arising from or in connection with any of the following: (a) the Premises and/or any operations or activities thereon during the Term and after the Term for so long as Lessee, or any Person holding through or under Lessee, remains in possession of the Premises, except to the extent such Liabilities arise out of the negligence or willful misconduct of Lessor; (b) any act, omission, negligence, gross negligence or willful misconduct of Lessee and/or any of Lessee's officers, directors, employees, partners, members, managers, agents, contractors, invitees, Subtenants, and any employees, agents, contractors, invitees or customers of any Subtenants (collectively, the "Lessee Parties"); (c) any accident, injury or damage (including death) occurring in, at or about the Premises during the Term and after the Term for so long as Lessee, or any Person holding through or under Lessee, remains in possession of the Premises, except to the extent such Liabilities arise out of the negligence or willful misconduct of Lessor; (d) any breach, Default or Event of Default by Lessee under this Lease; (e) any claims made by Subtenants or any of the other Lessee Parties against Lessor during or after the Term, except to the extent such claims arise out of the negligence or willful misconduct of Lessor; (f) any violation of any Governmental Requirements by Lessee or any other Lessee Parties; and (g) any holdover by Lessee, or by any Person(s) holding through Lessee, after the Expiration Date. If any action or proceeding is brought against Lessor by reason of any such claim(s), Lessee, upon notice from Lessor, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Lessor. As used in this Section 11.01, the term "Lessor" shall mean and include Lessor, the Governing Body of Lessor, the Mayor and City Council of Lessor, all departments of Lessor and their respective agents, employees, and representatives. The indemnification provisions set forth in this Section 11.01 are in addition to and shall not be deemed a substitute for any of the insurance requirements set forth in Article X above and shall survive the termination of this Lease.

**ARTICLE XII**  
**CASUALTY EVENT AND CONDEMNATION**

**12.01 Casualty Event.**

(a) Upon the occurrence of a Casualty Event, Lessee shall have the right, but shall be under no obligation, to undertake the Restoration of the Premises. Lessee shall have a period of 180 days following a Casualty Event to provide written notice (the "Restoration Notice") to Lessor of its decision to undertake the Restoration of the Premises. If Lessee does not timely deliver a Restoration Notice to Lessor electing to undertake the Restoration of the Premises within said 180-day period or if Lessee elects not to undertake Restoration of the Premises, then (i) Lessee shall be deemed to have irrevocably elected not to undertake Restoration, (ii) all insurance proceeds shall be paid to Lessor and disbursed as follows: (1) an amount equal to the costs, as determined in the reasonable judgment of Lessor (but in no event more than \$1,000,000), to be incurred by Lessor to remove any and all debris and other damaged Improvements from the Land and restore the Land back to the same condition as it existed as of the Commencement Date shall be retained by Lessor, and (2) the balance of the insurance proceeds shall be paid to either (x) Lessee, to the extent there is no Permitted Mortgage encumbering the Premises or (y) the Permitted Mortgagee, to the extent the Premises is encumbered by a Permitted Mortgage and (iii) following the payment of the insurance proceeds to Lessor, this Lease shall automatically terminate, without any further notice to Lessee, any Subtenants or any Permitted Mortgagee. Following Lessor's removal and restoration work respecting the Site, Lessor shall return to Lessee any amount withheld by the Lessor pursuant to this Section 12.01(a) and not used for those purposes, along with an accounting of all costs incurred by the Lessor for such work.

(b) If Lessee timely delivers a Restoration Notice to Lessor in accordance with the terms and requirements of Section 12.01(a) above electing to undertake the Restoration of the Premises, then Lessee shall promptly commence such Restoration in accordance with the terms and provisions of this Article XII and cause such Restoration to achieve Completed Construction no later than two (2) years from the date of such Restoration Notice (the "Restoration Deadline"); provided, however, that if due to the occurrence of a Force Majeure Event Lessee is not able to cause Restoration to achieve Completed Construction by the Restoration Deadline, then for each day of the Force Majeure Event said Restoration Deadline shall be extended by one day to address such condition before Lessee shall be considered in default of such obligation, subject to the following: (i) at the time of the Force Majeure Event Lessee is claiming or anticipating, Lessee shall have first provided written notice to Lessor containing: (1) a description of the Force Majeure Event, (2) an explanation of how Lessee anticipates such Force Majeure Event will affect Lessee's ability to timely cause the Restoration to achieve Completed Construction by the Restoration Deadline, (3) the actions Lessee plans to undertake in order to address the conditions caused by the Force Majeure Event, and (4) an estimate of how long Lessee anticipates the Force Majeure Event will delay its ability to commence construction and/or cause the Restoration to achieve Completed Construction by the Restoration Deadline; and (ii) in no event shall Lessee have more than three (3) years from the date of the Restoration Notice (the "Outside Restoration Date") to cause the Restoration to achieve Completed Construction.

(c) To the extent Lessee timely gives the Restoration Notice electing to undertake the Restoration of the Premises, then the insurance proceeds shall be paid to Lessee or

its Permitted Mortgagee as the case may be to begin the work needed for Restoration of the Premises.

#### 12.02 Eminent Domain.

(a) If all or substantially all of the Premises is taken by Condemnation or any Condemnation renders the remainder of the Premises not reasonably fit or suitable for the purposes for which the same have been leased to Lessee, then this Lease shall automatically terminate as of the date that possession of the Premises is taken. If this Lease is terminated as a result of any Condemnation, Rent shall be adjusted to the day of such Condemnation and neither party thereafter shall have any further rights or liabilities hereunder; provided, however, that any prepaid Base Rent shall not be refundable to Lessee.

(b) In the event of any Condemnation resulting in the termination of this Lease pursuant to the provisions of Section 12.02(a) above, the parties hereto shall cooperate in applying for and prosecuting any claim for any award for such Condemnation. The aggregate award payable to both Lessor and Lessee shall be distributed as follows:

(i) First, to the payment of all reasonable costs and expenses, including attorneys' fees, incurred by Lessor and Lessee in connection with such Condemnation;

(ii) Second, to the payment to Lessor of an amount equal to the then fair market value of the Land, exclusive of any Improvements and unencumbered by the terms and provisions of this Lease;

(iii) Third, to the payment to Lessor of an amount equal to the costs, as reasonably determined by Lessor, to remove all debris and any existing Improvements from the Land; and

(iv) The remainder, if any, shall be distributed to Lessee.

(c) Upon any Condemnation of the Premises which does not result in the termination of this Lease pursuant to Section 12.02(a) above, then this Lease shall remain in full force and effect; provided, however, that on the date of such Condemnation, this Lease shall terminate as to the portion of the Premises subject to such Condemnation, which shall no longer constitute part of the Premises and Lessee shall, to the extent that it may lawfully do so, at its sole cost and expense, undertake the Restoration of the remaining portions of the Premises taking into consideration the amount of the Land remaining after any such Condemnation. To the extent this Lease is not terminated as a result of any Condemnation, then the aggregate award payable to both Lessor and Lessee shall be distributed as follows:

(i) First, to the payment of all reasonable costs and expenses, including attorneys' fees, incurred by Lessor and Lessee in connection with such Condemnation;

(ii) Second, to the payment to Lessor of an amount equal to the then fair market value of the Land taken in such Condemnation, exclusive of any Improvements and unencumbered by the terms and provisions of this Lease; and

(iii) Third, the balance of the award shall be paid to Lessor and disbursed by Lessor in the same manner as insurance proceeds are disbursed with respect to a Casualty Event in accordance with the terms of Section 12.01(c) above.

**12.03 No Abatement of Rent.**

(a) Upon the occurrence of any Condemnation which results in the termination of this Lease, Lessee shall continue to be obligated to pay all Rent payable to the date on which this Lease is terminated. In no event shall Lessor have any obligation to refund any Base Rent prepaid by Lessee.

(b) Upon the occurrence of any damage to the Premises resulting from any Casualty Event or any Condemnation which does not result in the termination of this Lease, all Rent payable pursuant to the terms and provisions of this Lease shall continue to be due and payable in full by Lessee without abatement, diminution, offset or reduction on account of any such Casualty Event or Condemnation. In no event shall Lessor be liable to Lessee by reason of any injury to or interference with Lessee's business or property arising from any Casualty Event or Condemnation, other than resulting from a Condemnation initiated by the Lessor.

**ARTICLE XIII**  
**ASSIGNMENT, SUBLEASES, ENCUMBRANCES AND LIENS**

**13.01 Assignment, Subletting and Encumbrances Prohibited.**

(a) Except as expressly provided in Sections 13.01(c), 13.02 and 13.04 below, Lessee shall not encumber, assign or otherwise transfer this Lease, or any right or interest in this Lease, the Premises, the Improvements or any Alterations which may be hereafter constructed or installed on the Land. Except for the Permitted Subleases, Lessee shall not sublease or grant licenses or use rights to any portion of the Premises.

(b) If Lessee is a corporation, partnership, limited liability company, or other entity, the transfer (whether by a single transfer or by a series of related or unrelated transfers) of 50% or more of the stock, partnership interests, membership interests, or other interests of Lessee, or of any Parent Entity (hereinafter defined), however accomplished and whether effected voluntarily or by operation of law (collectively, an "Interest Transfer"), shall, subject to the remaining terms and provisions of this Section 13.01(b), be deemed an assignment of this Lease, whether such transfer(s) shall involve a transfer or transfers of outstanding interests of Lessee or any Parent Entity and/or the issuance of interests in Lessee or any Parent Entity (whether stock, partnership, membership interests or other interests). A "Parent Entity" is any entity that owns 50% or more of the stock, partnership interests, general partnership interests, membership interests, or other interests of Lessee.

(c) Notwithstanding anything provided herein to the contrary, at any time following Completed Construction, Lessee shall have the right to transfer and assign this Lease, subject to the approval of Lessor, which approval shall not be unreasonably withheld.

(d) Subject to the provisions of Sections 13.01(c), 13.02 and 13.04 of this Lease, no encumbrance, assignment, sublease or other transfer, whether voluntary or involuntary,

by operation of law, under legal process, through receivership or bankruptcy, or otherwise shall be valid or effective without the prior written consent and approval of Lessor, which consent and approval may be withheld by Lessor in its sole and absolute discretion. Should Lessee make or suffer to be made any such encumbrance, assignment, sublease or transfer in violation of the terms of this Lease, then Lessor may, at its option, terminate this Lease, subject to the provisions of Article XIV of this Lease. Should Lessor consent to any such encumbrance, assignment, sublease or transfer, none of the restrictions of this Section 13.01 shall be thereby waived except with respect to such specific consent, and such restrictions shall apply to each successive encumbrance, assignment, sublease or transfer, if any, and shall be severally binding upon each and every encumbrance, assignee or transferee and other successor in interest of Lessee.

(e) Lessee shall have the right, with the prior written consent and approval of Lessor, to execute customary utility easements and rights-of-way agreements affecting the Premises.

13.02 Permitted Leasehold Mortgage. Notwithstanding anything provided to the contrary in Section 13.01 above, Lessee shall have the right at any time and from time to time during the Term of this Lease to subject its leasehold interest in the Premises to a Permitted Mortgage and to renew, modify, consolidate, replace, extend and refinance the amount of indebtedness secured by such Permitted Mortgage (any and all of the foregoing being hereinafter included in the term “Refinance” or “Refinancing” as used herein and such term should also include the replacement of the Permitted Mortgage). Any such Permitted Mortgage may also include an assignment of leases and rents, a security interest in any Personal Property owned by Lessee and an assignment of Lessee’s interest in this Lease in order to secure the repayment of a Permitted Loan, including interest thereon, and the performance of all of the terms, covenants and agreements on the Lessee’s part to be performed or observed under all agreements executed in connection with such Permitted Loan. Lessor shall not be obligated to pay any indebtedness secured by a Permitted Mortgage. Lessee, without contribution by or other payment obligation of Lessor, shall make all payments of interest and principal amortization under any Permitted Loan and pay all of the costs and expenses incurred in connection therewith as and when the same shall be due and payable. Lessee alone shall be entitled to all proceeds from any such Permitted Loan or Refinancing. The holder of a Permitted Mortgage shall be deemed to have irrevocably and unconditionally agreed to all of the terms and provisions of this Lease, including, without limitation, all of the terms and provisions of Article XIII, Article XIV, and Article XVI of this Lease.

13.03 Liens and Claims. Lessee shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanics’, materialmen’s, contractors’ or subcontractors’ liens arising from, or any claim for damage growing out of, the work of any construction, repair, restoration, replacement or improvement of the Project, or the Premises, including, without limitation, the Initial Construction and any Alterations, or any other claim or demand howsoever the same may arise. Lessee shall pay or cause to be paid all such liens, claims or demands before any action is brought to enforce the same against the Premises, and Lessee does hereby indemnify, agree to defend and hold Lessor harmless from and against any and all such liens, claims, and demands, together with reasonable attorneys’ fees and all costs and expenses incurred by Lessor in connection therewith. Notwithstanding anything to the contrary contained in this Section 13.03 or in Section 13.01 above, if Lessee shall in good faith contest the validity of any such lien, claim or demand, then Lessee shall, at its sole cost and expense, defend itself and Lessor against the

same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Lessor or the Premises, upon the condition that, if Lessor shall require it, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien, claim or demand indemnifying Lessor against liability for the same and holding the Premises free from the effect of such lien or claim or, if Lessor shall request, Lessee shall procure and record a bond or other security as may be provided for in any statute of the state in which the Premises are situated, or any comparable statute hereafter enacted providing for a bond or other security freeing the Premises from the effect of such lien, claim or action thereon.

13.04 Permitted Subleases. Lessee shall have the right to enter into Permitted Subleases so long as the same are subject and subordinate to this Lease.

#### **ARTICLE XIV** **PERMITTED MORTGAGEE PROTECTIONS**

##### 14.01 Notice of Permitted Mortgage.

(a) Lessee shall give Lessor prompt notice of a Permitted Mortgage, together with contact information for notices to the Permitted Mortgagee (the “Lender Notice”). Lessee shall promptly furnish Lessor with a complete copy of each Permitted Mortgage and, to the extent Lessor executes a confidentiality agreement in favor of Lessee, all documents and instruments comprising and securing the Permitted Loan for any Permitted Mortgage and all amendments, extensions, modifications and consolidations thereof, certified as such by Lessee.

(b) Subject to the provisions of Section 14.02(b) below, after receipt of a Lender Notice, Lessor shall give such Permitted Mortgagee, in the manner provided by the notice provisions of this Lease, a copy of each notice of Default given by Lessor to Lessee, at the same time that Lessor gives such notice of Default to Lessee or promptly thereafter. No such notice of Default given by Lessor to Lessee shall be effective unless and until a copy of such notice shall have been so given to such Permitted Mortgagee at the last address furnished to Lessor. The Permitted Mortgagee shall have the right, but not the obligation (except as provided in the next section), to cure such Default by Lessee or to cause such Default by Lessee to be cured, within the time periods set out in Section 14.02 below.

##### 14.02 Exercise of Rights by Lessor Following Event of Default.

(a) Subject to the provisions of Section 14.02(b) below, Lessor shall not exercise its right to terminate this Lease following any Event of Default by Lessee if:

(i) As to any Default by Lessee under this Lease with respect to obtaining and providing the insurance coverages required in Section 5.02 and Article X hereof, the Permitted Mortgagee cures such Default at least ten (10) days prior to the lapse of such coverage;

(ii) As to any Default by Lessee under this Lease which can be cured by the payment of a fixed monetary amount (other than as set forth in Section 14.02(a)(i) above), the Permitted Mortgagee or the Lessee cures such Default on or before the date that is the later of (1) thirty (30) days after the date such Default is required to be cured by

Lessee under the terms of this Lease or (2) thirty (30) days after the date Permitted Mortgagee is given written notice of Lessee's Default; and

(iii) Except as provided to the contrary in Section 14.02(b) below, as to a non-monetary Default by Lessee under this Lease, (1) Lessor receives written notice from the Permitted Mortgagee (the "Lender Cure Notice"), within thirty (30) days after Permitted Mortgagee is given Lessor's written notice of Lessee's Default, that Permitted Mortgagee agrees to remedy the Default, and (2) Permitted Mortgagee or the Lessee cures such Default on or before the date that is the later of (x) ninety (90) days after the date such Default is required to be cured by Lessee under the terms of this Lease, or (y) ninety (90) days after the date Permitted Mortgagee is given written notice of Lessee's Default; provided, however, that if any non-monetary Default is not capable of being remedied by the Permitted Mortgagee within such time period, Permitted Mortgagee shall have such greater period of time as is reasonably necessary to cure such Default (not to exceed one hundred twenty (120) days from the date the Lender Cure Notice is given to Lessor) if Permitted Mortgagee shall:

(A) commence to remedy the Default within such period and shall diligently continue to prosecute such cure to completion, or

(B) if possession of the Premises is required in order to cure such Default, institutes judicial or non-judicial foreclosure proceedings within such ninety (90) days following the giving of the Lender Cure Notice and diligently prosecutes such proceedings in order to obtain possession directly or through a receiver, and, upon obtaining such possession, commences promptly to cure the Default and diligently prosecutes the same to completion, provided that, during the period in which such action is being taken and any foreclosure proceedings are pending, all of the other obligations of Lessee under this Lease, to the extent they are reasonably susceptible to being performed by Permitted Mortgagee, shall be performed.

(b) Notwithstanding anything provided in this Lease to the contrary, no notice of Default or cure rights shall be provided to the Permitted Mortgagee to the extent of any Event of Default by Lessee under Sections 15.01(a)(iii) or 15.01(a)(v) below. Each Permitted Mortgagee, by acceptance of a Permitted Mortgage encumbering any portion of the Premises, shall be deemed to acknowledge and agree that no cure rights exist and no notice of Default is required to be given by Lessor to such Permitted Mortgagee with respect to any Event of Default by Lessee under Section 15.01(a)(iii) or 15.01(a)(v) below.

(c) The Permitted Mortgagee shall, to the extent Permitted Mortgagee elects to cure any Default by Lessee pursuant to Section 14.02(a) above (except as otherwise provided in Section 14.02(b) above), (i) either (1) assume in writing all of Lessee's obligations under this Lease pursuant to a written assumption agreement in form reasonably required by Lessor or (2) execute a New Lease pursuant to the terms and provisions of Section 14.05(a) below and (ii) be obligated to promptly pay to Lessor all reasonable costs and expenses paid or incurred by Lessor in connection with such Default, including all reasonable costs and expenses incurred in enforcing



Lessor's rights and in instituting, prosecuting or defending any legal action by or against Lessee, including summary proceedings, or in connection with any dispute under this Lease. Such amounts shall be paid to Lessor within thirty (30) days after such Permitted Mortgagee is billed for such costs and expenses.

14.03 Abandonment of Cure Rights by Permitted Mortgagee. At any time after the delivery of the Lender Cure Notice, Permitted Mortgagee may notify Lessor, in writing, that it has relinquished possession of the Premises, or that it will not institute foreclosure proceedings, or, if such proceedings have been commenced, that it has discontinued or will discontinue such proceedings (the "Abandonment Notice"). In such event, Permitted Mortgagee shall have no further obligation to cure any Default of Lessee and the provisions of Section 14.02 and 14.05 hereof shall be null and void. Lessor may, at any time after receipt of such Abandonment Notice or upon Permitted Mortgagee's failure to comply with the requirements of Section 14.02 above, terminate this Lease in accordance with the terms hereof.

14.04 No Liability of Permitted Mortgagee. Subject to the preceding sections, a Permitted Mortgagee shall not become liable to Lessor under the provisions of this Lease unless and until such time as it becomes, and then only for as long as it remains, the Lessee under the leasehold estate created by this Lease. No Permitted Mortgagee shall have any personal liability under this Lease except to the extent of its interest in this Lease, even if it becomes Lessee or assumes the obligations of Lessee under this Lease. Subject to Section 14.02, a Permitted Mortgagee has no obligation to cure any Default or Event of Default by Lessee under the Lease.

#### 14.05 New Lease.

(a) Subject to the provisions of Section 14.05(d) below, Lessor agrees that in the event of a termination of this Lease by reason of either any Event of Default by Lessee or as a result of Lessee's rejection of this Lease in any receivership or as a result of any Insolvency Event (subject to the cure rights granted to the Permitted Mortgagee in Section 14.02 above), Lessor will enter into a new lease (the "New Lease") of the Premises with such Permitted Mortgagee (or its nominee) for the remainder of the Term effective as of the date of such termination, at the same Rent and upon the same terms, covenants, agreements and provision set forth in this Lease, provided that:

(i) Permitted Mortgagee shall make written request to Lessee for the execution of a New Lease within thirty (30) days after the date of termination, which written request shall be accompanied by payment to Lessor of all Rent and other amounts then due to Lessor of which Lessor shall have given Permitted Mortgagee prior written notice;

(ii) Permitted Mortgagee shall pay to Lessor at the time of execution of the New Lease any and all additional sums which, at the time of execution of the New Lease would be due under this Lease but for such termination, including, without limitation, all reasonable costs and expenses paid or incurred by Lessor as a result of such Event of Default by Lessee or such termination of this Lease, including reasonable attorneys' fees and expenses paid or incurred by Lessor as a result of such Event of Default

by Lessee, the termination of this Lease or in connection with the execution of the New Lease;

(iii) Permitted Mortgagee (or its nominee) shall assume all of the Permitted Subleases pursuant to written assumption agreements reasonably acceptable to Lessor;

(iv) Permitted Mortgagee shall cure, on or before the execution of the New Lease, all uncured Events of Default by Lessee for which Lessor has given Permitted Mortgagee written notice (except any such Event of Default which is not capable of being cured by Permitted Mortgagee); and

(v) Permitted Mortgagee (or its nominee) and Lessor must enter into and execute the New Lease no more than sixty (60) days after the giving of written request by Permitted Mortgagee to Lessor pursuant to Section 14.05(a)(i) above.

(b) Subject to the provisions of Section 14.05(d) below, Lessor further agrees that in the event of a Foreclosure Action which results in Permitted Mortgagee or any other Person acquiring the leasehold interest of Lessee in the Premises, Lessor will enter into a New Lease with such Permitted Mortgagee or any other Person occupying the leasehold interest in the Premises of Lessee on the same terms and conditions set forth in Section 14.05(a) and 14.05(c) hereof.

(c) Subject to the provisions of Section 14.05(d) below, Any New Lease shall (i) have the same relative priority in time and in right as this Lease, (ii) have the benefit of the right, title, powers and privileges of Lessee hereunder in and to the Premises, and (iii) provide that the Permitted Mortgagee (but not any other Person acquiring the leasehold interest of Lessee in the Premises) shall not be personally liable under the New Lease and its liability shall be limited to its interest in the New Lease.

(d) Notwithstanding anything provided herein to the contrary, Lessor shall have no obligation, and a Permitted Mortgagee shall have no right, to enter into a New Lease as a result of any Event of Default by Lessee under Sections 15.01(a)(iii) or 15.01(a)(v) below.

**14.06 No Merger of Title.** There shall be no merger of this Lease or the leasehold estate created by this Lease with a fee interest in the Premises by reason of the fact that the same Person may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created by this Lease and the fee estate in the Premises, unless and until such Person and the Permitted Mortgagee and Fee Lender shall join in a written instrument expressly providing for such merger and such instrument is recorded.

## **ARTICLE XV**

### **DEFAULT AND REMEDIES**

#### **15.01 Default by Lessee.**

(a) Each of the following shall constitute an event of default (each, an “Event of Default”) by Lessee:

- (i) Lessee fails to timely pay Base Rent to Lessor; or
- (ii) Lessee fails to obtain and provide to Lessor the insurance coverages and certificates required in Section 5.02 and Article X hereof and such failure continues for a period of ten (10) days after written notice thereof is given to Lessee; or
- (iii) Lessee fails to pay Additional Rent to Lessor or to any other party to whom Additional Rent is payable when the same is due and payable under the terms of this Lease and such failure continues for a period of thirty (30) days after written notice thereof is given to Lessee; or
- (iv) Lessee fails to cause the (1) Initial Construction to achieve Completed Construction by the Outside Completion Date or (2) Restoration to achieve Completed Construction by the Outside Restoration Date; or
- (v) Lessee fails to timely deliver to Lessor the assignment of insurance proceeds (or Condemnation award) as provided in Sections 12.01(c) or 12.02(c) above; or
- (vi) Lessee encumbers, assigns, sublets or otherwise transfers this Lease, or any right or interest in this Lease, the Premises, the Improvements or any Alterations in violation of Section 13.01 above;
- (vii) Any liens are filed against the Premises which are not timely satisfied or bonded as required under Section 13.03 above;
- (viii) Lessee vacates or abandons the Premises for thirty (30) or more consecutive days (other than a temporary vacation or abandonment as a result of any Casualty Event, Condemnation or Alteration); or
- (ix) A default by Lessee occurs under the Development Agreement which default is not timely cured by Lessee following the giving of any applicable notices and the expiration of any applicable cure periods set forth in the Development Agreement; or
- (x) A receiver is appointed for Lessee or any property of Lessee in any action, suit, or proceeding by or against Lessee and such appointment is not vacated or annulled within 120 days, or
- (xi) The interest of Lessee in this Lease is sold under execution or other legal process; or
- (xii) An Insolvency Event occurs; or
- (xiii) Lessee fails to be a single-purpose entity whose assets consist solely of its interest in the Premises; provided, however, that the provisions of this Section 15.01(a)(xi) shall not be applicable to a Permitted Mortgagee (or its nominee) which succeeds to the interest of Lessee under this Lease; or

(xiv) Lessee, whether by action or inaction, fails to timely perform or observe any of the other terms, covenants or conditions of this Lease and such failure is not remedied within thirty (30) days after written notice thereof is given to Lessee, provided that if such failure cannot, with reasonable diligence, be fully remedied within such 30-day period, Lessee shall have as long as is reasonably necessary to cure such failure (but in no event longer than sixty (60) days from the date written notice of Default is given to Lessee) provided Lessee commences compliance within such 30-day period (or as promptly as reasonably possible in an emergency) and thereafter pursues compliance to completion with reasonable diligence).

(b) Upon the occurrence and at any time during the continuance of any Event of Default (following the expiration of any cure periods granted to the Permitted Mortgagee pursuant to Article XIV above), Lessor shall give written notice to Lessee of the Event of Default giving rise to a right of termination and 10 days opportunity to cure any such default, then Lessor may, in addition to its rights and remedies set forth in Section 15.02 below, give Lessee and Permitted Mortgagee written notice of termination of this Lease, in which event this Lease and the term and estate thereof of Lessee in the Lease and the Premises shall terminate and end with the same force and effect as if that day were the day specified herein as the Expiration Date, but Lessee shall remain liable for damages as provided in this Lease and Lessor may resort to and enforce any of the other remedies provided in this Article XV.

#### 15.02 Lessor's Remedies.

(a) If an Event of Default occurs (and following the expiration of any cure periods granted to the Permitted Mortgagee pursuant to Article XIV above), Lessor shall give written notice to Lessee of the Event of Default and 10 days opportunity to cure any such default, then, in addition to all of the rights and remedies available to Lessor at law or in equity and its rights to terminate this Lease as provided in Section 15.01(b) above, Lessor shall also have the right, at its option, to (i) re-enter or obtain possession of the Premises by summary proceedings or any other action or proceeding or (ii) re-enter or obtain possession of the Premises by any other legal act (which Lessor may do without further notice and without liability or obligation to Lessee or any occupant of the Premises if this Lease is terminated pursuant to this Article XV), and, in any event, all of the following provisions shall apply (in addition to any other applicable provisions of this Lease):

(1) Lessee shall immediately vacate the Premises and surrender the Premises to Lessor in good order, condition and repair, excepting reasonable wear and tear and damage that is not Lessee's obligation to repair; and, if Lessee fails to surrender the Premises in such condition, Lessee shall reimburse Lessor for all costs incurred by Lessor to restore the Premises to such condition; and

(2) Lessor, at Lessor's option, may (x) relet the Premises, or any portion of the Premises, from time to time, in the name of Lessor, Lessee or otherwise, as determined by Lessor, to any person and on any terms, but Lessor shall have no obligation to relet the Premises, or any portion of the Premises, or to collect any rent (and the failure to relet the Premises, or any portion of the Premises, or to collect any rent shall not impose any liability or obligation on Lessor or relieve

Lessee of any obligation or liability under this Lease), and (y) make any changes to the Premises as Lessor, in Lessor's judgment, considers necessary in connection with a reletting, without imposing any liability or obligation on Lessor or relieving Lessee of any obligation or liability under this Lease.

(b) Upon the occurrence of any Event of Default (subject to the cure rights of the Permitted Mortgagee set forth in Article XIV above) and the termination of this Lease by Lessor or the reentry onto the Premises by Lessor, Lessee shall pay Lessor, on demand, (i) all Additional Rent payable to the date on which this Lease is terminated or Lessor reenters or obtains possession of the Premises, (ii) any and all costs and expenses incurred by Lessor in connection with the termination, reentry or obtaining of possession, and the reletting of the Premises, including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses, Alteration costs and other expenses of preparing the Premises for reletting and (ii) Lessor shall have no obligation to refund any Base Rent prepaid by Lessee.

(c) Subject to the expiration of any cure rights granted to the Permitted Mortgagee pursuant to Article XIV above, Lessee hereby waives (i) the service of any notice of intention to re-enter or obtain possession of the Premises or to institute any legal action in connection therewith and (ii) on its own behalf and on behalf of all persons claiming under Lessee, including all creditors, any rights Lessee and all such persons might otherwise have to redeem the Premises, to re-enter or repossess the Premises, or to restore this Lease, after (1) Lessor reenters or obtains possession of the Premises pursuant to any legal act, action or proceeding or (2) the date of termination of this Lease, whether by operation of law or pursuant to this Lease.

(d) Notwithstanding anything provided herein to the contrary, the rights and remedies set forth in this Section 15.02 shall not be exclusive of any other rights and remedies of Lessor set forth in this Lease or otherwise available to Lessor at law or in equity.

(e) All rights, options, and remedies of Lessor contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether or not stated in this Lease. The failure by Lessor to insist in any instance on strict performance of any covenant or condition hereof or to exercise any right or remedy contained herein shall not be construed as a waiver of such covenant, condition or remedy in any other instance.

(f) If Lessor commences any summary proceeding against Lessee, Lessee shall not interpose any counterclaim in that proceeding (unless the failure to impose the counterclaim would preclude Lessee from asserting in a separate legal action the claim which is the subject of the counterclaim) and shall not seek to consolidate the proceeding with any other legal action.

(g) If (i) an Event of Default has occurred and is continuing, or (ii) if Lessee fails to comply with any obligation under this Lease which in Lessor's reasonable opinion creates an emergency, Lessor may, but is not obligated to, cure the Event of Default or otherwise take such action as may be reasonably necessary in such emergency situation. Lessee shall reimburse Lessor, as Additional Rent, for all Liabilities incurred by Lessor in connection therewith within ten (10) days after Lessee is billed for such Liabilities.

(h) Notwithstanding the exercise of any of the foregoing remedies by Lessor, including, without limitation, the termination of the Lease following the occurrence of any Event of Default, Lessee shall reimburse Lessor, as Additional Rent, for all costs and expenses paid or incurred by Lessor in connection with such Event of Default by Lessee, including all costs and reasonable expenses incurred in interpreting and enforcing Lessor's rights and in instituting, prosecuting or defending any legal action by or against Lessee, including summary proceedings, or in connection with any dispute under this Lease. Such amounts shall be paid to Lessor within ten (10) days after Lessee is billed for such costs and expenses.

## **ARTICLE XVI**

### **OPTION TO RENEW**

16.01 Renewal Options. Subject to the terms and provisions of Section 16.02 below, Lessor grants to Lessee the option (individually a "Renewal Option" and collectively, the "Renewal Options") to extend the Term of this Lease for two (2) additional terms of twenty-five (25) years each (individually a "Renewal Term" and collectively, the "Renewal Terms"), commencing on the day immediately following the expiration of the Term (as the same may be extended pursuant to exercise of any previous Renewal Options), subject to and upon the same terms and conditions set forth in the Lease. Notice (the "Renewal Notice") of the exercise of any of the Renewal Options must be given by Lessee to Lessor in writing no earlier than fourteen (14) months, and no later than eight (8) months, prior to the expiration of the Term (as the same may be extended pursuant to exercise of any previous Renewal Options).

16.02 Conditions to Exercise and Effectiveness of Renewal Options. Notwithstanding any provided in this Lease to the contrary, the exercise of any Renewal Option by Lessee shall be subject to all of the following:

(a) At the time of the giving of any Renewal Notice, the Project shall have been maintained by Lessee in strict accordance with the terms and provisions of this Lease; and

(b) At the time of the giving of any Renewal Notice, the Land and Project remain in good standing with the hotel flag as set forth in the Development Agreement;

(c) At the time of the giving of any Renewal Notice the Hotel Properties are in good repair, normal wear and tear excepted; and

(d) At the time of the giving of any Renewal Notice the Hotel Properties located within the Project shall have averaged Fifty Percent (50%) occupancy during at least one (1) of the two (2) previous quarters which immediately precede the issuance of the Renewal Notice, unless Lessee's failure to achieve such required occupancy is the result of a Force Majeure Event; and

(e) The exercise of any Renewal Option shall be ineffective and null and void if, at the time of the giving of any Renewal Notice, Lessee is in Default, Lessor has issued a written Notice of Default pursuant to Section 19 hereof and any such Event of Default has occurred and is continuing.

**ARTICLE XVII**  
**PERMITTED USE**

17.01 Permitted Use. The Premises are hereby restricted to those uses described in the definition of the Project; provided, however, that in no event shall any portion of the Premises be used for any Prohibited Uses.

**ARTICLE XVIII**  
**NO IMPAIRMENT OF LESSOR'S TITLE**

18.01 No Impairment by Lessee. Nothing contained in this Lease or any action or inaction by Lessor, shall be deemed or construed to mean that Lessor has granted to Lessee any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of Lessor in the Premises.

18.02 No Impairment by Subtenants. Lessee shall not cause, or permit any Subtenant to cause, Lessor's fee estate in the Premises to be encumbered by any lien or other encumbrance, including any lien or other encumbrance filed or recorded in favor of any mechanic, materialman, architect, or engineer with respect to work, material or services alleged to have been performed at or with respect to the Premises. If any such lien or encumbrance is filed or recorded, Lessee shall discharge any such lien or encumbrance by bond or otherwise within thirty (30) days after Lessee receives notice of such lien or encumbrance. If Lessee fails to discharge such lien or encumbrance within such 30-day period, Lessor may pay the amount reflected on such lien or encumbrance (or any portion thereof) and any costs, interest, and/or penalties imposed in connection therewith or take such other action as Lessor deems necessary or desirable to remove such lien or encumbrance, without being responsible for investigating the validity thereof and without regard to any objection by Lessee. The amount so paid and costs incurred by Lessor shall be deemed Additional Rent under this Lease payable within ten (10) days after Lessee is billed therefor. Nothing in this Lease shall be deemed in any way to: (i) constitute Lessor's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any Alteration, addition, improvement or repair of the Premises; or (ii) evidence Lessor's agreement to subject its fee estate to any such lien.

**ARTICLE XIX**  
**MISCELLANEOUS PROVISIONS**

19.01 Agents and Brokers. Lessor and Lessee warrant and represent to each other that no broker, finder, real estate agent or other person is entitled to any commission, fee or other payment in connection with or as a result of this Lease or any of the transactions contemplated hereby or hereunder. Lessor, to the greatest extent allowed by law, and Lessee agree to indemnify and hold the other harmless from and against any and all Liabilities arising out of or in connection with the foregoing.

19.02 Estoppel Certificates. Lessor and Lessee each agree to execute and deliver to the other, upon reasonable request thereof, estoppel certificates stating that this Lease is in full force

and effect, that there are no Defaults hereunder (provided that such statements, at the time of request, are true), and concerning such other matters as the other party may reasonably request.

19.03 Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of either party to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by both parties, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse the future breach of the same condition or covenant.

19.04 Surrender of Possession by Lessee. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Premises and all Improvements constructed and installed on the Land in good condition and repair, substantially similar to the condition of the Initial Construction as of the date of Completed Construction, reasonable wear and tear excepted, unless this Lease is terminated as a result of any Casualty Event or Condemnation. Any Personal Property that is not removed from the Premises after the termination of the Lease shall be deemed conclusively abandoned by Lessee and shall belong to Lessor without the payment of any consideration therefore; provided, however, that Lessor may, in its sole and absolute discretion, require Lessee, at Lessee's sole cost and expense, to remove any Personal Property or any Alterations made to the Premises by Lessee which have not been approved in writing by Lessor and, should Lessee fail to promptly remove the same by the expiration of the Term or any earlier termination of this Lease, then all costs and expenses incurred by Lessor in connection with the removal of such Personal Property and any Alterations, together with interest thereon at the Applicable Rate from the date any such costs and expenses were incurred by Lessor, shall be due and payable by Lessee to Lessor on demand. The provisions of this Section 19.04 shall survive the expiration or earlier termination of this Lease.

19.05 Reversion of Title to Lessor. Upon the expiration of the Term or any earlier termination of this Lease, title to the Improvements shall automatically revert to Lessor (or its successors and assigns) without the necessity or requirement that any further instruments of conveyance be executed or delivered by Lessee to Lessor. Notwithstanding the foregoing, Lessee agrees to execute, acknowledge, and deliver to Lessor a proper instrument in writing, releasing and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Premises and all other Improvements thereon.

19.06 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties hereto at the following addresses:

<u>If to Lessor:</u>	City of Huntsville, 308 Fountain Circle Huntsville, Alabama 35801 Attention: Mayor
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With copies to:

Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 Fifth Avenue North  
Birmingham, Alabama 35203  
Attention: Rod Kanter, Esq.  
Facsimile: (205) 488-6517

If to Lessee:

BREG HSV, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142  
Attention: Stephen R. Mills

With a copy to:

Bear Development, LLC  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142  
Attention: John E. Hotvedt, Vice President – General Counsel

Any such notices shall be deemed to have been sufficiently given or served upon any party hereto when either (a) deposited with a nationally recognized overnight courier delivery service for next day delivery, or (b) delivered by personal delivery to any of the parties hereto at the addresses stated above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

19.07 Holding Over. This Lease shall terminate and become void without further notice upon the expiration of the Term (or any earlier termination as herein provided), and any holding over by Lessee after the expiration of the Term shall not constitute a renewal thereof or give Lessee any rights hereunder or in or to the Premises. This Lease cannot be renewed, extended, or in any manner modified except in a writing executed by both parties hereto.

19.08 Time of Essence. Time is of the essence of this Lease.

19.09 Successors and Assigns. Subject to the provisions of Article XIII and Article XIV above, hereof, this Lease and the covenants and conditions set forth herein shall inure to the benefit of, and be binding upon, Lessor and Lessee and their respective successors and permitted assigns.

19.10 Invalidity. If any portion of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be held or determined to be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19.11 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed

that no provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of lessor and lessee.

19.12 Memorandum of Lease. Lessor and Lessee agree to execute, acknowledge and deliver a memorandum of lease in such form as may be mutually agreed upon by Lessor and Lessee. The recordation of any such memorandum of lease shall be at Lessee's sole cost and expense.

19.13 Limitation of Liability. Notwithstanding anything to the contrary provided in this Lease or by law, it is specifically agreed and understood between the parties hereto that the sole and exclusive remedy of Lessee against Lessor under this Lease, the Development Agreement or any other documents, instruments or agreements executed by Lessor in favor of Lessee or any of its permitted assigns shall be mandamus and specific performance. Lessee or any of its permitted assigns shall not be entitled to any other damages whatsoever, including, without limitation, incidental, consequential or punitive damages, whether arising at law, in equity or otherwise.

19.14 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Alabama.

19.15 Gender. In this Lease, the neuter gender includes the feminine and masculine, and the singular number includes the plural and vice versa wherever the context so requires.

19.16 Headings. The section headings in the Lease are used only for the purpose of convenience and shall not be deemed to limit the subject of the clause or to be considered in the construction thereof. References to a whole section number shall mean and refer to all sections bearing that number or as the context requires one or more subsections of the section.

19.17 Quiet Enjoyment. Lessee, so long as it shall faithfully perform the agreements, conditions, covenants, and provisions contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term hereby granted, without disturbance by or from Lessor, and free from any encumbrance created or suffered by Lessor, except those to which this Lease is made subject as above provided.

19.18 Amendments and Lessor Approvals. This Lease may not be modified, amended, changed or altered in any respect except by a written instrument executed (and approved) by Lessee and Lessor.

19.19 Waiver of Jury Trial. **LESSEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS LEASE, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS BETWEEN LESSOR AND LESSEE WITH RESPECT TO THIS LEASE OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. LESSEE AGREES THAT LESSOR MAY FILE A COPY OF THIS LEASE WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF**

**LESSEE IRREVOCABLY TO WAIVE ITS RIGHTS TO TRIAL BY JURY AS AN INDUCEMENT OF LESSOR TO ENTER INTO THIS LEASE AND THAT, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN LESSEE AND LESSOR SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

19.20 Consent to Jurisdiction. Lessee irrevocably (a) acknowledges that this Lease will be accepted by Lessor and performed by Lessee in the State of Alabama; (b) submits to the jurisdiction of each state or federal court sitting in Madison County, Alabama (collectively, the “Courts”) over any suit, action or proceeding arising out of or relating to this Lease or the Development Agreement (individually, an “Agreement Action”); (c) waives, to the fullest extent permitted by law, any objection or defense that Lessee may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any Agreement Action brought in any of the Courts; (d) agrees that final judgment in any Agreement Action brought in any of the Courts shall be conclusive and binding upon Lessee and may be enforced in any other court to the jurisdiction of which Lessee is subject, by a suit upon such judgment; (e) consents to the service of process on Lessee in any Agreement Action by the mailing of a copy thereof by registered or certified mail, postage prepaid, to Lessee at Lessee’s address designated in or pursuant to Section 19.06; (f) agrees that service in accordance with this Section 19.20 shall in every respect be effective and binding on Lessee to the same extent as though served on Lessee personally by a person duly authorized to serve such process; and (g) **AGREES THAT THE PROVISIONS OF THIS SECTION, EVEN IF FOUND NOT TO BE STRICTLY ENFORCEABLE BY ANY COURT, SHALL CONSTITUTE "FAIR WARNING" TO LESSEE THAT THE EXECUTION OF THIS LEASE MAY SUBJECT LESSEE TO THE JURISDICTION OF EACH STATE OR FEDERAL COURT SITTING IN MADISON COUNTY, ALABAMA WITH RESPECT TO ANY AGREEMENT ACTION, AND THAT IT IS FORESEEABLE BY LESSEE THAT LESSEE MAY BE SUBJECTED TO THE JURISDICTION OF SUCH COURTS AND MAY BE SUED IN THE STATE OF ALABAMA IN ANY AGREEMENT ACTION.** Nothing in this Section 19.20 shall limit or restrict Lessor’s right to serve process or bring any Agreement Action in manners and in courts otherwise than as herein provided.

*[The remainder of this page has been left intentionally blank]*

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first above written.

**LESSOR:**

**CITY OF HUNTSVILLE, ALABAMA,** an  
Alabama municipal corporation

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

Printed Name: Tommy Battle

Title: Mayor

**LESSEE:**

**BREG HSV, LLC,** an Alabama limited liability  
company

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

Printed Name: Stephen R. Mills

Title: Authorized Member

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 **CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[NOTARIAL SEAL]

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF WI )  
:  
COUNTY OF Kenosha )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen R. Mills, whose name as Authorized Member of **BREG HSV, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Authorized Member, executed the same voluntarily for and on behalf of the aforesaid limited liability company.

Given under my hand and official seal this 1<sup>st</sup> day of November, 2023.

[NOTARIAL SEAL]

Sara Tronseau  
Notary Public  
My commission expires: 8/25/25



**EXHIBIT A**

**Legal Description of Land**

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A tract of land lying and being in Section 12, Township 4 South, Range 1 West of the Huntsville Meridian.

Commencing at a #5 rebar found marking the southeast corner of Lot 2 of R.C. Cobb Hollywood Sixteen Theatre as recorded in the Office of the Judge of Probate for Madison County, Alabama in Plat Book 30, Page 10, said point marking the west right-of-way of Memorial Parkway – US Highway 231; thence along the east boundary of said Lot 2 and said right-of-way North 23 Degrees 16 Minutes 51 Seconds West a distance of 345.60 feet to a #5 rebar found; thence leaving said right-of-way South 66 Degrees 52 Minutes 57 Seconds West a distance of 118.23 feet to a #5 rebar found; thence North 24 Degrees 57 Minutes 40 Seconds West a distance of 130.26 feet to a #5 rebar found; thence North 64 Degrees 44 Minutes 07 Seconds East a distance of 121.55 feet to said west right-of-way; thence along said right-of-way North 25 Degrees 02 Minutes 38 Seconds West a distance of 172.16 feet to a #5 rebar with a cap stamped "GARVER LLC CA-445-LS" (typical) set on the north boundary of said Lot 2; thence leaving said east boundary and right-of-way and along the north boundary of said Lot 2 South 89 Degrees 11 Minutes 50 Seconds West a distance of 281.71 feet to a #5 rebar set on the east right-of-way of an existing access street; thence leaving said right-of-way North 88 Degrees 46 Minutes 07 Seconds West a distance of 50.00 feet to a #5 rebar set on the proposed west right-of-way of said access street, said point being the Point of Beginning of herein described tract having established grid coordinates of (N) 1528878.55, (E) 429590.11 of the Alabama State Plane Coordinate System Zone East of the North American Datum of 1983 (NAD83);

Thence along said right of way South 4 Degrees 57 Minutes 19 Seconds West a distance of 75.30 feet to a #5 rebar set; thence South 9 Degrees 27 Minutes 12 Seconds West a distance of 338.74 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 25.00 feet, the chord of which is South 48 Degrees 32 Minutes 36 Seconds West for a distance of 30.36 feet, thence along the arc of said curve 32.62 feet to a #5 rebar set at the point of tangency of said curve, said point being on the north right -of-way of said access street; thence leaving said west right-of-way and along said north right-of-way North 88 Degrees 13 Minutes 06 Seconds West a distance of 106.14 feet to a #5 rebar set; thence leaving said right-of-way North 43 Degrees 28 Minutes 21 Seconds West a distance of 16.14 feet to a #5 rebar set; thence North 1 Degrees 43 Minutes 53 Seconds East a distance of 25.36 feet to an existing chain link fence; thence along said fence North 1 Degrees 43 Minutes 52 Seconds East a distance of 195.86 feet; thence North 88 Degrees 10 Minutes 08 Seconds West a distance of 27.63 feet; thence South 5 Degrees 33 Minutes 29 Seconds West a distance of 23.12 feet; thence South 21 Degrees 54 Minutes 30 Seconds West a distance of 4.58 feet; thence North 88 Degrees 10 Minutes 50 Seconds West a distance of 67.12 feet; thence North 1 Degrees 47 Minutes 27 Seconds East a distance of 311.75 feet; thence leaving said fence; North 1 Degrees 47 Minutes 27 Seconds East a distance of 182.03 feet to a #5 rebar set on the south right-of-way of Don Mincher Drive, said point being on a curve to the left, having a radius of 858.45 feet, the chord of which is North 89 Degrees 18 Minutes 40 Seconds East for a distance of 136.31 feet; thence along said right-of-way and the arc of said curve 136.45 feet to a #5 rebar set at the point of tangency of said curve; thence North 83 Degrees 50 Minutes 52 Seconds East a distance of 71.04 feet to a #5 rebar set; thence South 69 Degrees 18 Minutes 01 Seconds East a distance of 46.11 feet to a #5 rebar set on the proposed west right-of-way of said access street; thence leaving said south right-of way and along said proposed west right-of-way South 8 Degrees 52 Minutes 59 Seconds East a distance of 157.13 feet to a #5 rebar set at the point of curvature of a curve to the right, having a radius of 785.15 feet, the chord of which is South 3 Degrees 02 Minutes 04 Seconds East for a distance of 88.17 feet; thence along the arc of said curve 88.22 feet to a #5 rebar set at the point of tangency of said curve; thence South 0 Degrees 48 Minutes 58 Seconds West a distance of 25.83 feet to the POINT OF BEGINNING.

The above-described tract contains 3.83 acres (167010.605 sq. ft.) more or less and is subject to any existing easements and rights-of-way whether or not recorded in the public records.

### Project Site Layout





## **Schedule 1**

### **Prohibited Uses**

The following uses are prohibited within any of the Premises:

(a) Any unlawful purpose, or in any way which would constitute a legal nuisance to surrounding occupants/owners; dry cleaning plant; adult entertainment facility or facilities devoted primarily to the sale of pornographic books, films, tapes or similar audio or video products (provided, however, that the foregoing shall not prohibit or limit the operation of a national, regional or local, reputable, general interest book or video store); massage parlor; adult book store; a so-called "head shop"; any business involving the sale of paraphernalia for use with illicit drugs or for the sale of medicinal or legalized marijuana or marijuana derivatives; tattoo or piercing parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.).

(b) Any warehouse or industrial use; any self-storage facility; a venture whose primary business is the operation of video or arcade games; labor camps, prisons, jails, honor farms or other correctional institutions; landfills or garbage disposal areas or areas for the dumping, processing, incineration or reduction of garbage, sewage, dead animals, refuse or waste (other than on-site underground sanitary sewage disposal facilities which are specifically allowed as authorized uses); smelting of iron, tin, zinc or other ores, refining of petroleum or its products or mining activities; the sale of fireworks.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-926

---

**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, Inc., for Western Area Wastewater Master Plan. Project No. 71-24-SP02.

Resolution No.

**Finance Information:**

**Account Number:** 6040-71-00000-526000-000000000

**City Cost Amount:** \$251,600.00

**Total Cost:** \$251,600.00

**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:**

Engineering contract between the City and Garver for Wastewater Masterplan for existing unserved areas within the City's northern and western service areas.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3587

---

**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Garver, Inc., for Western Area Wastewater Master Plan. Project No. 71-24-SP02.

Resolution No.

**Finance Information:**

**Account Number:** 6040-71-00000-526000-00000000

**City Cost Amount:** \$251,600.00

**Total Cost:** \$251,600.00

**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:**

Engineering contract between the City and Garver for Wastewater Masterplan for existing unserved areas within the City's northern and western service areas.

## 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, Alabama and Garver, L.L.C., in the amount of TWO HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$251,600.00) for Engineering Planning Services for Western Area Wastewater Master Plan, Project No. 71-24-SP02, 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, Alabama and Garver, L.L.C., for Engineering Planning Services for Western Area Wastewater Master Plan, Project No. 71-24-SP02," consisting of a total of nineteen (19) pages, plus thirty-five (35) additional pages consisting of Attachments 1-16, and the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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

**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GARVER, L.L.C.  
FOR  
ENGINEERING PLANNING SERVICES  
FOR  
WESTERN AREA WASTEWATER MASTER PLAN**

**Project ID Number 71-24-SP02  
November 16, 2023**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, Alabama  
Date: November 16, 2023**

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**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GARVER, L.L.C.**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**FOR**  
**WESTERN AREA WASTEWATER MASTER PLAN**  
**Project ID Number 71-24-SP02**

THIS AGREEMENT made as of the 16th day of November 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 planning of Western Area Wastewater Master Plan, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.
- 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 – PLANNING SERVICES OF THE ENGINEER**

- 2.1** ENGINEER shall provide for OWNER professional engineering services for planning of Western Area Wastewater Master Plan.
- 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**

#### **OMITTED**

## **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1** Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2** Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3** Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4** Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5** Providing expert witness services and other services arising out of claims.
- 4.6** Provide services to stake site during construction.

## **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1** Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3** Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance

counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 5.5** When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6** The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1** The ENGINEER shall commence services pursuant to this agreement as of November 17, 2023. The final completion date for the completion of design services as outlined in Article 2 shall be May 17, 2024.

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 AMOUNT OF TWO HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$251,600.00) for planning services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

### **7.2 REIMBURSABLE EXPENSES**

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

### **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

#### **PAYMENT SUMMARY**

Engineering Planning Services – LUMP SUM AMOUNT OF	\$251,600.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$251,600.00</u></b>

### **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

#### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Additionally, invoices for services that are not contracted for as "lump sum" in Article 4 must also be itemized and include, as a minimum, a description of each task performed, the amount of time utilized performing each task, the name(s) of personnel who performed the task and the cost for each specific task. Along with each invoice, the ENGINEER must submit a consultant progress report in the format shown in Attachment 6 hereto. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

## **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

## **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

## **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](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 "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

## **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

## **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

## **9.5 CHANGES**

**9.5.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

**9.5.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

## **9.6 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement

of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

## **9.7 SEAL ON DOCUMENTS**

- 9.7.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.7.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.7.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.7.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

## **9.8 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the



PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

## **9.9 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

## **9.10 TERMINATION FOR CAUSE**

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

## **9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

# **ARTICLE 10 - INDEMNITY AND INSURANCE**

## **10.1 INSURANCE**

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

## **10.2 MINIMUM SCOPE OF INSURANCE:**

### **A. General Liability:**

Insurance shall be written on an "occurrence" basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

**B. Commercial General Liability**

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

**C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. 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 sub-consultants shall not offer services to the OWNER'S contractor.

#### 11.14 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**ENGINEER:**  
**GARVER, L.L.C.**

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
Wes Cardwell

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Project Engineer

TITLE: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2017.

Of \_\_\_\_\_, 2017.

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

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

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

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



**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to letter dated October 31, 2023, from Wes Cardwell to Kathy Martin and attachments).**



5125A Research Drive  
Huntsville, AL 35805

TEL 256.534.5512  
FAX 256.534.5544

[www.GarverUSA.com](http://www.GarverUSA.com)

October 31, 2023

Ms. Kathy Martin, PE  
City of Huntsville  
1800 Vermont Road  
Huntsville, AL 35802

Re: Proposal for Professional Engineering Services  
City of Huntsville Western Area Wastewater Master Plan

Dear Ms. Martin:

Garver is pleased to provide this proposal for professional engineering services for the development of a Wastewater Master Plan for the existing unsewered areas that lie within the City of Huntsville's northern and western service areas. This Master Plan will serve as a planning tool for facilitating the orderly growth of the wastewater collection system within these proposed study areas. Recommendations will be developed for new infrastructure and upgrades to existing infrastructure that are necessary to support this growth. The specific scope of services for this project is included as **Appendix A**.

Based upon the scope of services provided and the project information made available to us thus far, we propose to perform all tasks included in **Appendix A** for a lump sum amount of \$251,600.00. A breakdown of the work tasks and associated hours is included as **Appendix B**. A copy of our current hourly rate schedule used to develop these costs is included as **Appendix C**.

We are prepared to begin work immediately upon your authorization and anticipate completing the Final Master Plan document within 210 days according to the schedule milestone dates included in **Appendix A**. If unforeseen delays beyond Garver's control occur, additional time may be required. Please contact us should you have any questions regarding this proposal or need additional information. We appreciate the opportunity to continue to be of service to the City of Huntsville.

Sincerely,

GARVER, LLC

Wes Cardwell, P.E.  
Water Team Leader

In concurrence:

\_\_\_\_\_  
Ms. Kathy Martin, P.E.  
City Engineer

Attachments: Appendix A – Scope of Services  
Appendix B – Work Task and Hour Breakdown  
Appendix C – Current Hourly Rate Schedule

## APPENDIX A – SCOPE OF SERVICES

### General

The Scope of Services details engineering services for the development of a Wastewater Master Plan for the existing unsewered areas that lie within the City of Huntsville's northern and western service areas.

To adequately prepare for rapidly developing commercial, industrial, and residential needs in the northern and western service areas, the City of Huntsville (OWNER) is seeking to develop a Wastewater Master Plan for existing unsewered areas that lie within the proposed study areas. The Wastewater Master Plan will include the planning boundaries defined herein, with the suggested interceptors or backbone sewer lines beginning at existing sewer mains adjacent to the planning areas.

The Master Plan will serve as a road map and important planning tool for facilitating the orderly growth of the wastewater collection system within the proposed study areas. Recommendations will be developed for new infrastructure and upgrades to existing infrastructure based on full buildout requirements.

In order to complete the Master Plan, the following understanding, constraints, and assumptions will be used by GARVER:

#### A. Generally, the planning areas will include:

- i. The northern study area is to include the North Huntsville Industrial Park (NHIP) and surrounding undeveloped areas.
- ii. The western study area is generally bounded by Highway 31 to the west, Highway 72 to the north, the City of Madison boundary to the east, and Interstate 565 to the south.
- iii. This effort will also compile and update previous analysis and master planning efforts conducted by GARVER for areas west of the Huntsville International Airport, south of Interstate 565.

#### B. Collection System Sizing and Modeling

- i. Minimum and maximum slopes, minimum cover, and wastewater flow projections will be based on the OWNER's Design and Acceptance Manual for Sanitary Sewers manual. Sizing for lift stations, force mains, and gravity sewer mains will be based on full buildout for each sub basin.
- ii. Only size and model infrastructure within the planning area. Infrastructure will not be identified or be sized for areas outside the defined planning area, but wastewater flows will be estimated based on land use, growth projections, or other data as provided by OWNER.
- iii. GARVER will use readily available topographic contour data. No topographical surveys will be performed or are included in this effort.
- iv. GARVER will utilize gravity to the greatest extent possible. GARVER will use a maximum depth of 30 feet (subject to change based on OWNER input) for gravity sewer mains to minimize the number of required lift stations.
- v. GARVER will only evaluate pumping for intra-basin optimization.
- vi. GARVER will only model and identify new collection system piping 10-inch and larger within the proposed planning area.
- vii. GARVER will not evaluate existing infrastructure downstream of the proposed study areas or wastewater treatment capacities with the exception of generally comparing the

defined pumping capacity of existing pump stations to the anticipated additional flow as determined by the model.

**C. Capital Planning and Cost Estimating**

- i. GARVER will not perform capital planning or cost estimating outside the defined planning area.

GARVER will provide the following services in development of the Master Plan:

**Task 1 – Project Management and Administration**

- 1.1 GARVER will perform planning activities to setup project financials, schedule, tools and templates. A project kick-off meeting will be held with the OWNER to confirm project objectives, communications protocols, schedule milestones, deliverables, and administrative requirements. The kick-off meeting will also clarify the OWNER's goals for the Master Plan.
- 1.2 Progress meetings will be held periodically with the OWNER to review the project status, discuss interim findings, discuss technical aspects, obtain deliverable review comments, review upcoming activities, and provide schedule updates. A total of three (3) meetings have been assumed as part of this Scope.
- 1.3 GARVER will prepare activity/progress reports to be submitted with the monthly invoices and project schedule updates.

**Task 2 – Land Use and Growth Projections**

- 2.1 Data Collection, Coordination, and Basemap Setup
  - a. Existing Reports and Planning Studies: If available, OWNER will provide GARVER any studies and data relevant to the work to be undertaken. This is understood to include any existing reports from the City of Huntsville Planning and Economic Development departments pertaining to the proposed study area.
  - b. GIS Data: The OWNER will provide GARVER any GIS data relevant to the work to be undertaken. This information will be used to create a basemap and for analysis throughout the project.
  - c. Population Projections: OWNER will provide GARVER with population projections for the proposed study areas for development of a full build out land use analysis.
- 2.2 Land Use Scenarios and Projections
  - a. Coordination: GARVER will coordinate and work with the OWNER to understand Future Development Scenarios and Land Use Profiles for the proposed study area. This data will serve as the baseline for the land use projections created for this project.
  - b. Land Use Models/Projections: If desired by the OWNER, GARVER will develop three (3) time-based land use models to indicate full build-out of the proposed study area. The models will include scenarios showing short-term (10-year), mid-term (20-year), and full build-out conditions. This data will be used when determining collection system requirements within the proposed study area.
- 2.3 Technical Memorandum Number 1: Land Use and Growth Projections
  - a. GARVER will develop a technical memorandum detailing the findings of the work undertaken in Tasks 2.1 and 2.2. The memorandum will include a digital PDF document consisting of narrative, tables, graphs, and maps.

### Task 3 – Planning and Modeling

#### 3.1 Define System

- a. GARVER will delineate sewer basins and sewer sub-basins based on topographical and planning/development information. In general, sewer basins and sub-basins will follow topographical boundaries, though small adjustments to basin boundaries may be made to accommodate anticipated development patterns, as topography allows. Sewer basins will be subdivided into sub-basin polygons within the proposed study areas that are a maximum size of 100 acres and are coordinated with future development, traffic planning, topography, and physical and jurisdictional boundaries. Sewer basins outside the proposed study areas will not be subdivided into sub-basins.
- b. GARVER will develop corridors for sewer interceptors and force mains, as necessary, based on the sewer basin delineation, topographic and planning information, and existing City of Huntsville collection system infrastructure to convey sewer flows to connection points of the existing collection system.
- c. GARVER will develop vertical profile details for each sewer interceptor network to determine anticipated slopes along interceptors and necessary pipeline depths to provide gravity flow within the sewer basin of each proposed study area.

#### 3.2 Technical Memorandum Number 2: Collection System Planning and System Layout

- a. GARVER will develop a technical memorandum detailing the findings of the work undertaken in Task 3.1. The memorandum will include a digital PDF document consisting of narrative, tables, graphs, and maps.

#### 3.3 Size Collection System Improvements

- a. GARVER will develop loading planning criteria (i.e., sewer loadings and peaking factors for each land use type anticipated within each proposed study area) and confirm with the OWNER.
- b. GARVER will develop system sizing criteria and confirm with the OWNER. Anticipated sizing criteria include percent full (d/D ratio) at peak flow and criteria for minimum and maximum velocities to determine pipe slope and size.
- c. GARVER will determine the anticipated peak flow for each sewershed within the proposed planning areas for each of the planning horizons identified in Task 2.
- d. GARVER will determine the anticipated peak flow for each interceptor within the proposed planning area, incorporating the flows from the entire planning areas for each of the planning horizons.
- e. GARVER will calculate the required pipe size to convey the flows determine the Item 3.3.d., based on sizing criteria developed in Item 3.3.b., for each of the planning horizons.

#### 3.4 Technical Memorandum Number 3: Collection System Modeling and Sizing for Planning Horizon

- a. GARVER will develop a technical memorandum detailing the findings of the work undertaken in Task 3.3. The memorandum will include a digital PDF document consisting of narrative, tables, graphs, and maps.

### 3.5 Phase 2 Coordination

- a. GARVER will work with the OWNER to identify potential locations to deploy flow monitoring instruments within the existing collection system to develop a dataset to be used in Phase 2, in which the capacity of the existing collection system in the vicinity of the Master Plan study area will be evaluated.

## Task 4 – Cost Estimating

### 4.1 Estimate Improvements

- a. GARVER will develop pipeline, lift station, and sewer infrastructure effective useful life criteria with OWNER. Pipeline and infrastructure life expectancy will be evaluated to determine if phased improvements to a planning period is more cost-effective versus sizing lines that do not reach capacity before reaching its effective useful life.
- b. GARVER will develop a flow chart for determining the optimal pipe size to install at a given point in time. The flow chart will take into account factors including ultimate line size, temporal variation in peak flow for the interceptor (or lift station and force main), anticipated infrastructure useful life, and potential for installation of parallel lines or future larger/replacement lines.
- c. GARVER will identify conceptual improvements (size and date of installation) based on sizes determined in Item 3.3.e. and the flow chart developed in Item 4.1.b.

### 4.2 Capital Planning

- a. GARVER will develop anticipated capital costs based on improvements identified in Section 4.1 and unit cost tables developed in Section 4.3.
- b. GARVER will prepare a digital copy of a draft capital planning report for submission to the OWNER for review. The body of the report, preliminary exhibits, decision matrices, and other key components will be compiled for subsequent review and discussion.
- c. GARVER will conduct a workshop with OWNER to review capital planning and schedule for inclusion in Task 5 – Master Plan.

### 4.3 Unit Cost Tables for Sewer Infrastructure Construction

- a. Garver will develop the following unit cost tables based on recent bid tabulation, engineering experience, available cost databases (e.g. RS Means), and available information from OWNER:
  - i. Unit cost (per LF) table for gravity interceptors for anticipated pipe diameters.
  - ii. Unit cost (per EACH) table for gravity manholes for anticipated pipe diameters.
  - iii. Unit cost (per LF) tale for sewer force mains for anticipated diameters.
  - iv. Unit cost (per HP) table for sewer lift stations for the range of anticipated sizes.

## Task 5 – Master Plan

### 5.1 Draft Master Plan Report

- a. GARVER will prepare three (3) copies of a Draft Master Plan report and one (1) electronic copy for submission to the OWNER for review and comment. In general, the Draft Master Plan report will include the following sections:
  - i. Executive Summary
  - ii. Technical Memorandum No. 1 – Land Use and Growth Projections
  - iii. Technical Memorandum No. 2 – Collection System Planning and System Layout

- iv. Technical Memorandum No. 3 – Wastewater Modeling and Pipeline Sizing for Planning Horizons
- v. Conceptual-level Opinions of Probable Construction Costs
- vi. Capital Planning
- b. GARVER will conduct one (1) Draft Master Plan Review Workshop with the OWNER to review the report and receive comments for inclusion into the Final Master Plan report.

## 5.2 Final Master Plan Report

- a. GARVER will prepare three (3) copies of the Final Master Plan report and one (1) electronic copy of the Final Master Plan for submission to the OWNER. The Final Master Plan will be revised based on the Draft Master Plan review comments received from the OWNER. A project hard drive will be prepared with the model outputs and GIS mapping.
- b. GARVER will prepare and present the Final Master Plan report findings and recommendations for the OWNER.

## Project Deliverables

- A. Task 1 – Project Management and Administration
  - i. Project Kick-off Workshop Meeting Minutes (pdf electronic file)
  - ii. Recurring Project Update Meetings Meeting Minutes (pdf electronic file)
- B. Task 2 – Land Use and Growth Projections
  - i. Technical Memorandum Number 1: Land Use and Growth Projections (pdf electronic file)
- C. Task 3 – Planning and Modeling
  - ii. Technical Memorandum Number 2: Collection System Planning and System Layout (pdf electronic file)
  - iii. Technical Memorandum Number 3: Collection System Modeling and Sizing for Planning Horizon (pdf electronic file)
- D. Task 4 – Cost Estimating
  - i. Draft Capital Planning Report (pdf electronic file)
  - ii. Capital Planning and Schedule Workshop Meeting Minutes (.pdf electronic file)
- E. Task 5 – Master Plan
  - i. Draft Master Plan Report (three (3) hard copies; pdf electronic file)
  - ii. Draft Master Plan Review Workshop Meeting Minutes (pdf electronic file)
  - iii. Final Master Plan Report (three (3) hard copies; pdf electronic file)
  - iv. One (1) project hard drive with the model outputs and GIS mapping

## Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Planning and/or analysis of areas outside of the general vicinity described herein.
- Wastewater hydraulic model development beyond that described above.
- Submittals or deliverables in addition to those listed herein.
- Detailed design services for any proposed improvements.

- Transient analysis for lift station and force main systems.
- Temporary flow and rainfall monitoring.
- Smoke testing, CCTV collection, or other condition assessment.
- Population projections and/or existing or future land use analysis beyond coordination with OWNER to obtain information from prior efforts.
- Record research.
- Any work related to additional permitting not listed above.
- Redesign for the OWNER's convenience or due to changed conditions after previous direction and/or approval.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Topographical or boundary surveying.
- Utilities mapping and coordination other than sewer listed above.
- Geotechnical services.
- Engineering design.
- Preparation of construction documents.
- Preparation of property acquisition documents.
- Bidding services.
- Construction phase services.
- Drainage study.

Extra Work will be as directed by the OWNER in writing for an additional fee as agreed upon by the OWNER and GARVER.

### Compensation

The compensation for services performed by GARVER on this project are broken down below.

Task Description	Amount	Basis of Compensation
Task 1 – Project Management, Administration, Workshops, and Meetings	\$23,800	Lump Sum
Task 2 – Land Use and Growth Projections	\$35,800	Lump Sum
Task 3 – Planning and Modeling	\$118,600	Lump Sum
Task 4 – Cost Estimating	\$37,300	Lump Sum
Task 5 – Master Plan	\$36,100	Lump Sum
<b>Total Amount</b>	<b>\$251,600</b>	

### Schedule

GARVER shall begin work under this Agreement within thirty (30) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:



<b>Task Description</b>	<b>Calendar Days</b>
GARVER to conduct Project Kick-off Workshop	30 days from Notice to Proceed
GARVER to deliver Technical Memorandum No. 1: Land Use and Growth Projections	45 days from Receipt of Data
GARVER to deliver Technical Memorandum No. 2: Collection System Planning and System Layout	30 days from OWNER Comments on Technical Memorandum No. 1
GARVER to deliver Technical Memorandum No. 3: Collection System Modeling and Sizing for Planning Horizon	30 days from OWNER Comments on Technical Memorandum No. 2
GARVER to deliver Draft Master Plan	45 days from OWNER Comments on Technical Memorandum No. 3
GARVER to conduct Draft Master Plan Workshop	14 days from Submission of Draft Master Plan
GARVER to deliver Final Master Plan	30 days from OWNER Comments on Draft Master Plan

## APPENDIX B

**City of Huntsville**  
**Western Area Wastewater Master Plan**

## All Tasks

WORK TASK DESCRIPTION		E-5		E-3		E-2		E-1		GARVER		TOTAL	
		hr.		\$175.00		\$149.00		\$125.00		LABOR		ODC	
Basic Services Section													
1.	TASK 1 - PROJECT MANAGEMENT												
	1. Project Administration												
	2. Kick-off Workshop												
	3. Conduct Monthly Progress Meetings												
	Quality Control Review												
													\$0
		24					24		8		\$10,336	\$500	\$10,836
		16		16			16		8		\$10,024		\$10,024
		8					4		4		\$3,016		\$3,016
											\$0		\$0
		48		16			44		20		\$23,376	\$500	\$23,876
2.	TASK 2 - LAND USE AND GROWTH PROJECTIONS												
	1. Data Collection, Coordination, and Basemap Setup												
	2. Land Use Scenarios and Projections												
	3. Technical Memo No. 1												
	Quality Control Review												
													\$1,920
		8									\$1,920		\$1,920
		40		52			48		80		\$35,862	\$0	\$35,862
3.	TASK 3 - PLANNING AND MODELING												
	1. Delineate Sewersheds												
	2. Identify Sewer Corridors												
	3. Develop Vertical Profiles												
	4. Technical Memo No. 2												
	5. Define Loading Planning Criteria												
	6. Develop System Sizing Criteria												
	7. Determine Peak Flows for Each Sewershed												
	8. Determine Peak Flows for Each Interceptor												
	9. Calculate Required Pipe Sizes												
	10. Technical Memo No. 3												
		8									\$1,920		\$1,920
		148		172			188		200		\$118,632	\$0	\$118,632
4.	TASK 4 - COST ESTIMATING												
	1. Develop Pipeline, Lift Station, & Sewer Useful Life												
	2. Develop Flow Chart for Optimal Pipe Sizing												
	3. Capital Planning												
	4. Prepare Unit Cost Tables for Sewer Infrastructure												
		8									\$1,920		\$1,920
		48		52			52		72		\$37,368	\$0	\$37,368
5.	TASK 5 - MASTER PLAN												
	1. Prepare Draft Master Plan Report												
	2. Prepare Final Master Plan Report												
		16									\$3,840		\$3,840
		44		40			64		72		\$36,096	\$0	\$36,096
Subtotal - Subtotal - Basic Services Section													
		328		332			396		444		\$251,324	\$500	\$251,824

## 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): GAEVER, 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 (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 checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>136653 - AL</u> <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):

710309585  
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 sub-consultants 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 Officer (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



**Appendix C**  
**City of Huntsville**  
**Western Area Wastewater Master Plan**  
**Garver Hourly Rate Schedule: July 2023 - June 2024**

<b>Classification</b>	<b>Rates</b>	<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>		<b>Resource Specialists</b>	
E-1	\$ 125.00	RS-1	\$ 100.00
E-2	\$ 149.00	RS-2	\$ 139.00
E-3	\$ 175.00	RS-3	\$ 196.00
E-4	\$ 199.00	RS-4	\$ 256.00
E-5	\$ 240.00		
E-6	\$ 275.00	<b>Environmental Specialists</b>	
E-7	\$ 380.00	ES-1	\$ 100.00
		ES-2	\$ 133.00
<b>Planners</b>		ES-3	\$ 161.00
P-1	\$ 145.00	ES-4	\$ 199.00
P-2	\$ 175.00	ES-5	\$ 250.00
P-3	\$ 215.00		
P-4	\$ 250.00	<b>Project Controls</b>	
P-5	\$ 290.00	PC-1	\$ 103.00
		PC-2	\$ 142.00
<b>Designers</b>		PC-3	\$ 180.00
D-1	\$ 120.00	PC-4	\$ 231.00
D-2	\$ 142.00	PC-5	\$ 282.00
D-3	\$ 160.00		
D-4	\$ 189.00	<b>Administration / Management</b>	
		AM-1	\$ 72.00
<b>Technicians</b>		AM-2	\$ 97.00
T-1	\$ 105.00	AM-3	\$ 136.00
T-2	\$ 116.00	AM-4	\$ 172.00
T-3	\$ 140.00	AM-5	\$ 212.00
T-4	\$ 169.00		
		<b>Construction Observation</b>	
<b>Surveyors</b>		C-1	\$ 115.00
S-1	\$ 57.00	C-2	\$ 149.00
S-2	\$ 74.00	C-3	\$ 205.00
S-3	\$ 99.00	C-4	\$ 260.00
S-4	\$ 125.00	C-5	\$ 270.00
S-5	\$ 179.00		
S-6	\$ 215.00		
2-Man Crew (Survey)	\$ 216.00		
3-Man Crew (Survey)	\$ 265.00		
2-Man Crew (GPS Survey)	\$ 237.00		
3-Man Crew (GPS Survey)	\$ 289.00		

Agreement for Professional Services  
Western Area Wastewater Master Plan

Garver Project No. 23W01474

**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	_____	_____
CONTRACTED COMPLETION DATE: May 17, 2024	_____	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

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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

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
	<b>N/A</b>	
	<b>SUB-TOTAL</b>	
	<b>5% Administrative Fee</b>	
	<b>TOTAL</b>	

**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; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.

Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 6	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project Engineer	100% complete.	1	Attachment 4
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4



Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4
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## **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: \_\_\_\_\_

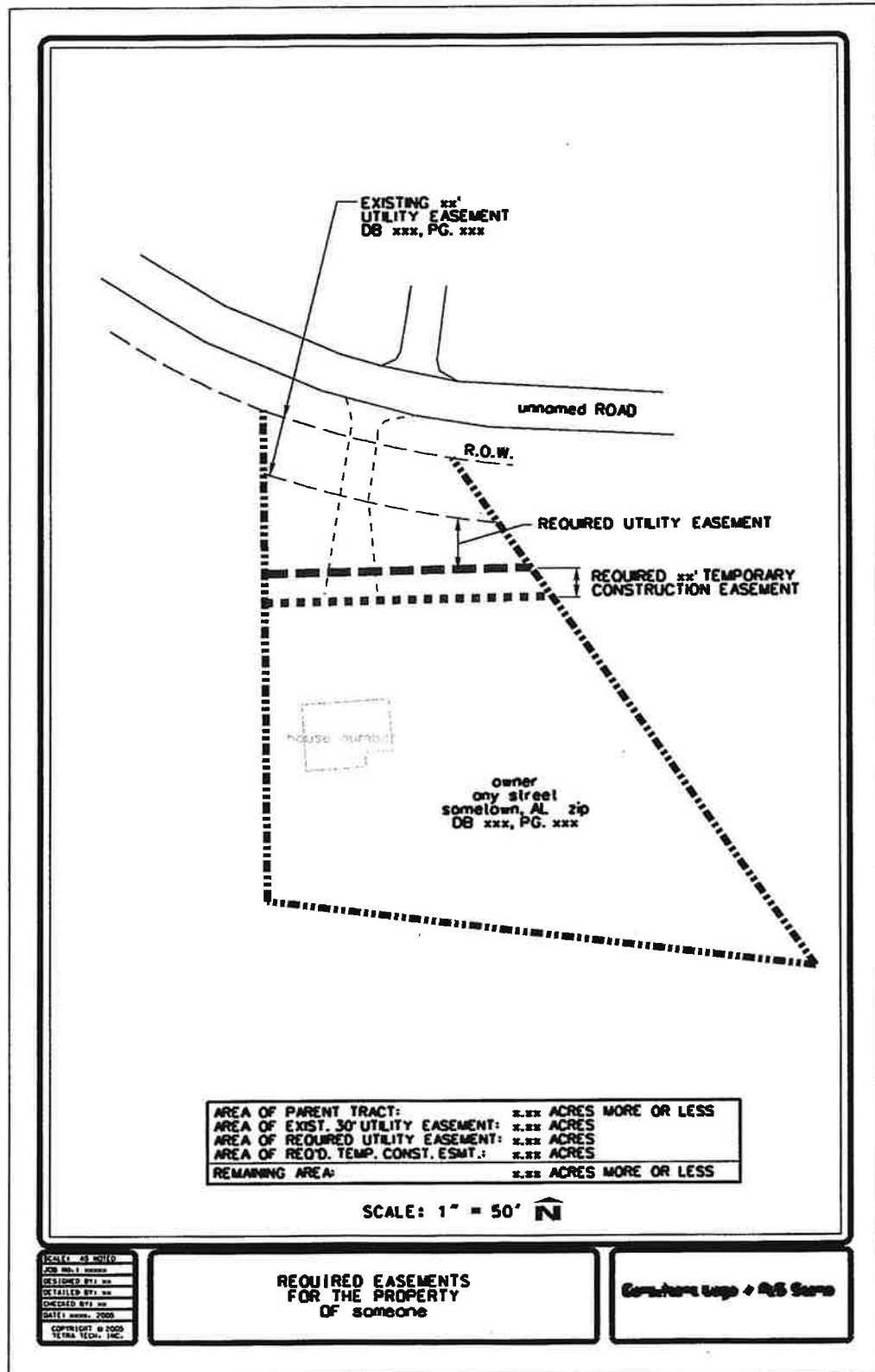
BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONSTRUCTION PLANS FOR <b>PROJECT NAME</b> PROJECT INFORMATION	FOR THE <b>CITY OF HUNTSVILLE</b> <b>HUNTSVILLE, ALABAMA</b> (PROJECT NO. XXXXXXXX )	SAMPLE STANDARD DRAWING FORMAT	<div style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> <div>           LOCATED MAP HERE         </div> <div>  </div> </div> </div> <div style="text-align: center;"> <b>HUNTSVILLE</b>            The Star of Alabama         </div> <div style="text-align: center; margin-top: 10px;">           INDEX OF DRAWINGS            SHEET NO.         </div> <div style="text-align: right; margin-top: 10px;">           TITLE            INDEX TO DRAWINGS SHALL BE PLACED ON            COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL            BE THE SECOND SHEET IN THE SET.         </div>	TITLE SHEET PROJECT NAME AND INFORMATION CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA	SHEET NO.	TITLE
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# **ATTACHMENT 12** **SAMPLE**



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## **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 Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

## **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

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-927

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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, Alabama and Geo Solutions, L.L.C., for Construction Materials Testing Services for Huntsville Northern Bypass, Project No. 65-10-RD08.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$320,000.00

**Total Cost:** \$320,000.00

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Contract with Geo Solutions, LLC to provide construction materials testing services in accordance with ALDOT standards for the Northern Bypass project. Time and Materials contract for construction duration of approximately 3 years.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3590

---

**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Geo Solutions, L.L.C., for Construction Materials Testing Services for Huntsville Northern Bypass, Project No. 65-10-RD08.

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$320,000.00

**Total Cost:** \$320,000.00

**Special Circumstances:**

**Grant Funded:** N/A

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**

Contract with Geo Solutions, LLC to provide construction materials testing services in accordance with ALDOT standards for the Northern Bypass project. Time and Materials contract for construction duration of approximately 3 years.

## 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, Alabama and Geo Solutions, L.L.C., in a Not-to-Exceed (NTE) Ceiling Price of THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00) for Construction Materials Testing Services for Huntsville Northern Bypass, Project No. 65-10-RD08, 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 "Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Geo Solutions, L.L.C., for Construction Materials Testing Services for Huntsville Northern Bypass, Project No. 65-10-RD08." consisting of a total of eighteen (18) pages plus twenty-four (24) additional pages consisting of Attachments 1-15, and the date of November 16, 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 16th day of November, 2023.

---

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

**ADOPTED** this the 16th day of November, 2023.

---

Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**GEO SOLUTIONS, L.L.C.**  
**FOR**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
**FOR**  
**HUNTSVILLE NORTHERN BYPASS**

**Project No. 65-10-RD08**

**November 16, 2023**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: \_\_\_\_\_ November 16, 2023**



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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
GEO SOLUTIONS, L.L.C.  
FOR  
CONSTRUCTION MATERIALS TESTING SERVICES  
FOR  
HUNTSVILLE NORTHERN BYPASS**

**Project No. 65-10-RD08**

THIS AGREEMENT made as of the 16th day of November in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GEO SOLUTIONS, 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 Construction Materials Testing Services for Huntsville Northern Bypass, as further described in the Scope of Work in ATTACHMENT 1, 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 construction materials testing 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**

### **ARTICLE OMITTED**

## **ARTICLE 3 – CONSTRUCTION TESTING SERVICES**

- 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 advice, engineering support, construction material testing services, Stormwater Inspections report & documentation as needed.
- 3.2** The ENGINEER shall provide Construction Testing and/or Stormwater Inspections 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 testing and ADEM Compliance. 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, attend monthly progress meetings, provide site inspection with the OWNER's approval 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 provide the same technician throughout the project, unless otherwise approved in writing by the OWNER that is proven to be qualified/certified for the duties as assigned.
- 3.6** The ENGINEER shall be the initial interpreter of the requirements of the construction documents and the judge of the performance thereunder 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.
- 3.7** The ENGINEER shall reject work that does not conform to the contract documents and permit requirements 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.
- 3.8** 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.
- 3.9** 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.

- 3.10** The ENGINEER shall promptly review, administer, manage, and advise the OWNER concerning test reports and recommendations on the project. 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.
- 3.11** 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.
- 3.12** 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.
- 3.13** The ENGINEER shall be required to provide qualified technicians on site in a timely fashion, as requested by the OWNER. The ENGINEER shall promptly notify OWNER's representative upon arriving on site and notify OWNERS representative upon testing results prior to leaving site. A final report/recommendation shall be sent to the OWNER's office and to the job site within (1) one week of a site visit.
- 3.14** 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 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.

## **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 review 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 November 17, 2023. The final completion date for the completion of construction materials testing services as outlined in Article 3 shall be November 17, 2026.

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, on a Not-to-Exceed (NTE) Ceiling Price of THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00), for Construction Materials Testing Services described in Article 3. 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 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**

<b>Construction Materials Testing – Not-to-Exceed Price</b>	<b>\$320,000.00</b>
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$320,000.00</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 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 payment 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 "7" 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 ENGINEER.

## **9.9 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

## **9.10 TERMINATION FOR CAUSE**

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

## **9.11 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be

compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

## **ARTICLE 10 - INDEMNITY AND INSURANCE**

### **10.1 INSURANCE**

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

### **10.2 MINIMUM SCOPE OF INSURANCE:**

#### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERs ENGINEERs Protective Insurance.

#### **B. Commercial General Liability**

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

#### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors, or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered engineers or engineering firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. 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 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 ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. 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.

### **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 E-verify, 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 Articles 10 and 11 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:**  
**GEO SOLUTIONS, L.L.C.**

**OWNER:**  
**CITY OF HUNTSVILLE**

BY: \_\_\_\_\_  
William T. Kennard

BY: \_\_\_\_\_  
Tommy Battle

TITLE: \_\_\_\_\_  
Partner

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 May 1, 2023, from Brian Cook and William Kennard to Jacob Stephens and attachments).**

**PROPOSAL FOR  
CONSTRUCTION MATERIALS TESTING SERVICES  
FOR  
HUNTSVILLE NORTHERN BYPASS  
ALDOT PROJECT NO.: NHF-STPAAF-4514(252)  
HUNTSVILLE, ALABAMA  
PROPOSAL NO.: G-23-124**

**BY**

**GEO SOLUTIONS, L.L.C.**

**MAY 1, 2023**



**PREPARED  
FOR**

**CITY OF HUNTSVILLE ENGINEERING DEPARTMENT  
320 FOUNTAIN CIRCLE  
HUNTSVILLE, ALABAMA 35801**



May 1, 2023

City of Huntsville Engineering Department  
320 Fountain Circle  
Huntsville, AL 35801

Attention: Mr. Jacob Stephens  
  
Subject: Proposal for Construction Materials Testing Services  
Northern Bypass  
ALDOT Project No.: NHF-STPAAF-4514(252)  
Huntsville, Alabama  
Proposal No.: G-23-124

Dear Mr. Stephens:

GEO Solutions, L.L.C. is pleased to present this unit rate proposal for providing Construction Materials Testing (CMT) Services during the construction for the proposed Northern Bypass located in Huntsville, Alabama. The staff of GEO Solutions has been involved in many projects in the North Alabama and Tennessee area over the past 30 years. Given our knowledge and experience, we believe we will be a valuable member to the construction team.

#### **PROJECT INFORMATION**

GEO Solutions understands that the project will include the construction of new roadway for the extension of the northern bypass east to U.S. Hwy 431. The project will include approximately 3.5 miles of new roadway. The roadway will be constructed in accordance with ALDOT and City of Huntsville Specifications. Construction will include extensive earthwork including cut and fills to establish designed roadway elevations. A geotechnical report prepared for this site was provided. We understand the project will be completed in 3 calendar years.

#### **SCOPE OF SERVICES – CMT**

GEO Solutions has reviewed the provided civil project plans and geotechnical report at the time of this proposal. Based on our knowledge regarding the planned construction, the following Scope of Services is anticipated for this project. We understand that our services will be provided on an on-call basis. Our laboratory and staff are fully certified by AASHTO and the USACE and are capable of providing the construction materials testing services for this project. The anticipated services at this time will include:

##### **Subgrade Evaluations**

A field engineer will review subgrade areas prior to fill placement in fill areas and at final grade elevation in cut areas. Reports documenting findings and recommendations will be submitted upon completion. Recommendations to remediate unsuitable soil conditions or improve existing soils will be provided at the time of each review.

**Field Density Testing**

GEO Solutions proposes to provide a qualified field technician to perform field density testing of structural fill at the required locations and testing intervals. Results of tests will be reported in the field upon completion. Formal reports will be prepared and submitted after completion of each event. Our technicians are trained to quickly interpret test results and the observed site conditions in order to help the site grading contractor maximize productivity.

**Pavement Area Proofrolls**

A proofroll of the soil subgrade and then the base stone will be observed prior to placement of the paving section to observe that a stable surface is present to support the planned pavement section.

**Concrete Testing**

A certified concrete field technician will be present as requested on an on-call basis to perform the required concrete testing for this project. Services will include representative testing of all structural concrete placements in accordance with the American Concrete Institute (ACI Section 318). Field Testing will include slump (ASTM C134), air (ASTM C231) and temperature (ASTM C1064). Representative samples will be made and transported to a controlled laboratory environment for storage, curing and compressive strength testing in accordance with ASTM C31 and ASTM C39. All testing will be performed at the frequency and quantity required in the project specification. Relevant data will be recorded for each testing/sampling event. It is our understanding, cast concrete samples will be transported to the ALDOT office by others. Compressive strength results will be performed at and reported by the ALDOT location in Guntersville, Alabama.

**Asphalt Testing**

A certified roadway technician will perform the necessary compliance testing of asphaltic concrete. Asphalt cores will be obtained for the purpose of documenting the in-place thickness and densities of each layer of asphalt. A formal report will be prepared and submitted after the completion of the testing event.

**Laboratory Testing**

An experienced laboratory technician will perform all required testing in a timely manner for this project. These services will include the following:

- Maximum density by standard Proctor method samples
- Maximum density by modified Proctor method samples
- Atterberg Limits determination
- Gradation
- Moisture Content
- Bulk Specific Gravity

**FEE ESTIMATE****Construction Materials Testing**

Attached is our unit rate fee schedule for your review. Based on the provided information and 36-month project schedule, GEO Solutions estimates the cost for CMT services during the roadway construction will be in the range of \$300,000.00. Services provided during construction will be invoiced in accordance with the attached unit rate fee schedule. Invoices will be prepared monthly for the work performed during the previous billing cycle in accordance with the unit rates provided on the attached Fee Schedule. Invoices will reflect the unit rate charges, which is a function of the schedule and testing needs. In the event that other tests or inspection services not mentioned herein are required, we would be pleased to offer a quotation upon request.

This budget summary is only an estimate based on the 36-month project duration and on the number and length of visits estimated in this proposal. The final amount of the contract will be based on the contractor's schedule and the actual duration and number of visits required to perform the tests and inspections requested. Our services will be charged in accordance with the attached Unit Fee Schedule.

Senior Engineer	\$ 25,000.00
Project Manager / Field Engineer	\$ 60,000.00
Senior Technician	\$ 35,000.00
Technician	\$160,000.00
Site Visit	\$ 20,000.00
Nuclear Gauge Rental	\$ 15,000.00
Concrete Cylinders	\$ 3,000.00
Laboratory Tests (Soil and Base stone)	\$ 2,000.00
Total	\$320,000.00

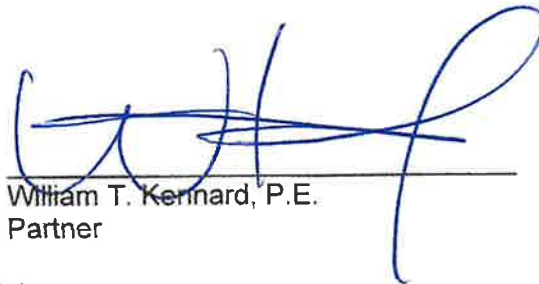
**CLOSING**

GEO Solutions appreciates the opportunity to provide you with our best resources and professional services. Should you have further questions, please contact the undersigned.

Respectfully Submitted,  
**GEO Solutions, L.L.C.**



Brian K. Cook  
Partner



William T. Kennard, P.E.  
Partner

Attachment: On-Call Unit Rate Fee Schedule  
Proposal Authorization Form  
Terms and Conditions

## 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): Geo Solutions, LLC
- City of Huntsville current taxpayer identification number (if available): 16061  
(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	
<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>Alabama</u> <u>1693-328</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law): <u>Alabama</u>

- 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): Managing Partner

Type or legibly write name: William T. Kerner Date: 1-16-12

### **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**

### **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.
- ☐ 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 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.
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.
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. Utility Project Notification Form from all affected utilities on the project shall be submitted and a list of all utilities that need to be contacted.
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.

## **ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE**

### **GEO SOLUTIONS, L.L.C. CONSTRUCTION TESTING SERVICES ON-CALL UNIT RATE FEE SCHEDULE G-23-124**

<b><u>Item No.</u></b>	<b><u>Description</u></b>	<b><u>Unit Price</u></b>
<b><u>Staffing</u></b>		
P-1	Engineering Technician (Soil and Concrete), per hour.....	\$50.00
P-2	Senior Engineering Technician, per hour .....	\$65.00
P-3	Project Engineer/Manager, per hour .....	\$90.00
P-4	Senior Consulting Engineer, per hour.....	\$130.00
P-5	Administrative Assistant, per hour.....	\$40.00
P-6	Environmental Engineer, QCP, per hour .....	\$125.00
P-7	CPESC/QCP, per hour.....	\$90.00
<b><u>Laboratory Testing</u></b>		
L-1	Compressive Strength Testing of Mold .....	\$8.00
L-2	Standard Proctor Test, each .....	\$125.00
L-3	Atterberg Limits Test (LL and PL) each .....	\$100.00
L-4	Modified Proctor Test, Each.....	\$135.00
L-5	Grain Size Analysis (Gradation), Each .....	\$100.00
L-6	Moisture Content.....	\$15.00
<b><u>Equipment Fee</u></b>		
S-1	Truck Charge, per visit .....	\$40.00
S-2	Nuclear Gauge Rental, per day.....	\$40.00
S-3	Penetrometer, Per Day.....	\$30.00

Note: Overtime for services is time over 8 hours per day during normal work hours, Saturdays, Sundays, nights and Holidays. Overtime is charged at 1.5 times the regular time rate. A minimum charge of 4 hours will be invoiced for testing and engineering visits to the jobsite. All prices will stay in effect through the duration of the project.

**ATTACHMENT 6 - PROGRESS REPORT**  
**(Article 8)**

**OMITTED (Not Applicable)**

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
	N/A	

## **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.	<b>2</b>	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	<b>2</b>	Article 2.2
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.	<b>2</b>	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	<b>4</b>	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	<b>4</b>	Article 8.1.1
Summary of Services	OWNER	Monthly	<b>4</b>	
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.	<b>2</b>	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	<b>2</b>	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	<b>1</b>	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.	<b>1</b>	Article 10.4(A)

## **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."

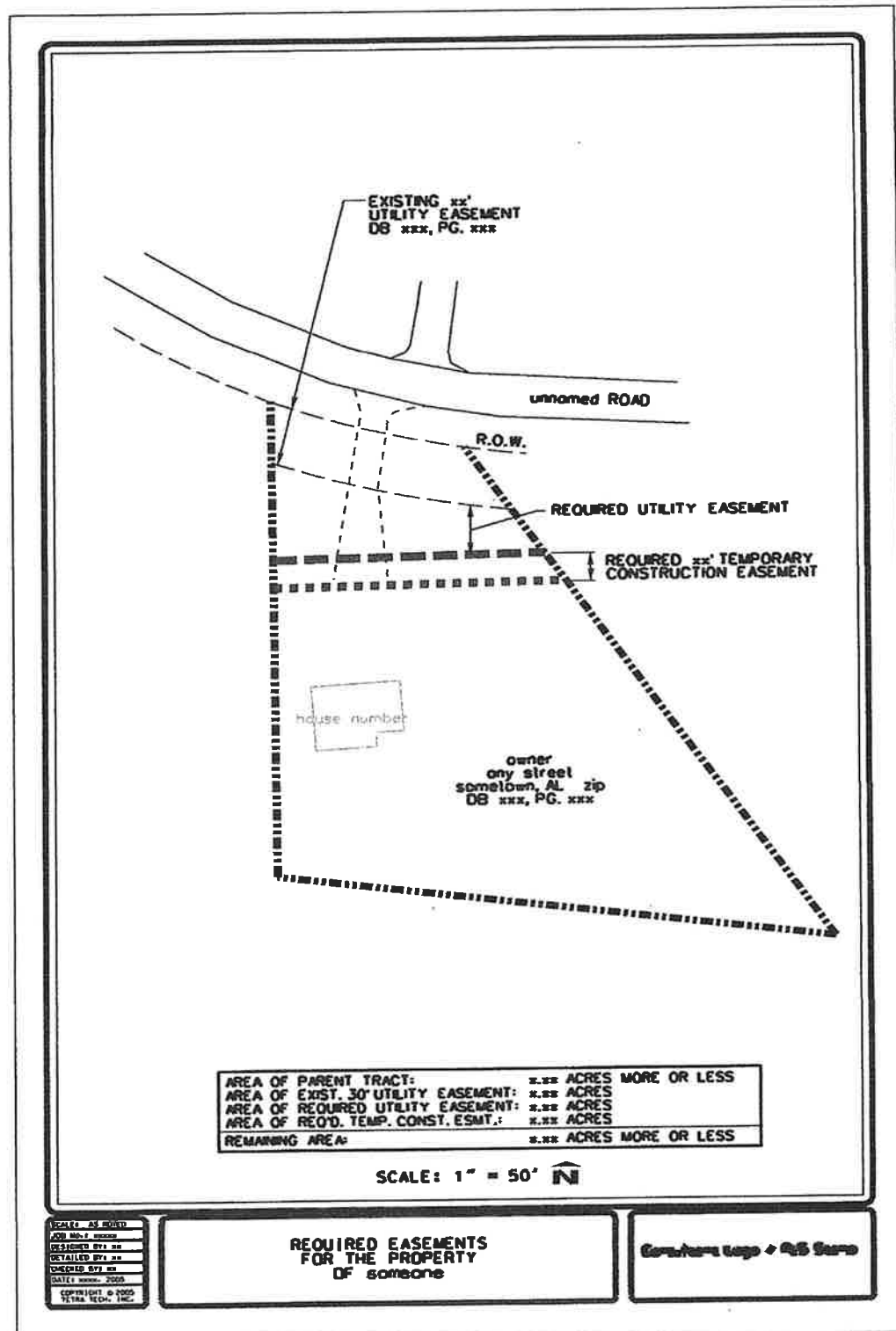
**ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

**OMITTED (Not Applicable)**

## ATTACHMENT 11

[illegible]

# **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 benchmarks, 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 roads 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 Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-928

---

**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and S&ME, Inc., for Huntsville Northern Bypass, Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917).

Resolution No.

**Finance Information:**

**Account Number:** TBD

**City Cost Amount:** \$60,935.00

**Total Cost:** \$60,935.00

**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:**

Contract with S&ME, Inc. to provide storm water permitting and inspection services in accordance with ALDOT standards for the Northern Bypass project. Time and materials contract for construction duration of approximately three years.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3591

---

**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and S&ME, Inc., for Huntsville Northern Bypass, Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917).

Resolution No.

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**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:**

Contract with S&ME, Inc. to provide storm water permitting and inspection services in accordance with ALDOT standards for the Northern Bypass project. Time and materials contract for construction duration of approximately three years.

## 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, Alabama and S&ME, Inc., in a Not-to-Exceed (NTE) Ceiling Price of SIXTY THOUSAND NINE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$60,935.00) for Engineering Services for Huntsville Northern Bypass, Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917) 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, Alabama and S&ME, Inc., for Engineering Services for Huntsville Northern Bypass, Project No. 65-10-RD08 & ALDOT Project No. CRSA-STPHV-PE10(917)," consisting of a total of seventeen (17) pages plus twenty-four (24) additional pages consisting of Attachments 1-15, and the date of November 16, 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 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023

---

Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**S&ME, INC.**  
**FOR**  
**ENGINEERING SERVICES**  
**FOR**  
**HUNTSVILLE NORTHERN BYPASS**

**Project ID Number 65-10-RD08 & Project No.**  
**CRSA-STPHV-PE10(917)**  
**November 16, 2023**

\_\_\_\_\_  
President or President Pro Tem of the City  
Council of the City of Huntsville, AL  
Date: November 16, 2023

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**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
S&ME, INC.  
FOR  
ENGINEERING SERVICES  
FOR  
HUNTSVILLE NORTHERN BYPASS**

**Project ID Number 65-10-RD08 & ALDOT Project No.  
CRSA-STPHV-PE10(917)**

THIS AGREEMENT made as of the 16th day of November in the year 2023, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and S&ME, INC., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering services and consultation as a representative of the OWNER to include the following:

- 1.1 Engineering Services for Huntsville Northern Bypass 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.

**ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

**OMITTED**



### **ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES OF THE ENGINEER**

- 3.1** The ENGINEER shall provide to OWNER, engineering 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.
- 3.15 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 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 3. 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 November 17, 2023. The final completion date for the completion of construction administration services shall be November 17, 2026, as outlined in Article 3.

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, a Not-to-Exceed (NTE) Ceiling Price of SIXTY THOUSAND NINE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$60,935.00) for Engineering Services described in Article 3. 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 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**

Engineering Services –	
Not-to-Exceed (NTE) Ceiling Price of	\$60,935.00

<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$60,935.00</u></b>
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## **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 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 "7" 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 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 ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

#### **10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

#### **10.8 HOLD HARMLESS AGREEMENT:**

##### **A. 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.

## **11.6 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:**  
**S&ME, INC.**

BY: \_\_\_\_\_  
Bennett Dulaney

TITLE: \_\_\_\_\_  
Office Principal

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2023.

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

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

**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 letter dated April 13, 2023, from Patrick Curwen and Deborah Jones to Jacob Stephens and attachments).**



April 13, 2023

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

Attention: Mr. Jacob Stephens, PE

Reference: **Proposal for NPDES Construction Services  
Huntsville Northern Bypass**  
Huntsville, Madison County, Alabama  
S&ME Proposal No. 23820066

Dear Mr. Stephens:

S&ME, Inc. is pleased to submit this proposal for providing environmental consulting services related to storm water permitting and inspection for the Huntsville Northern Bypass project. The proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

### ◆ Project Information

Project information was supplied by Mr. Jacob Stephens with the City of Huntsville in an email to Ms. Sarah Yeldell with S&ME on April 5, 2023 and included the plan sheets and a draft Construction Best Management Practices Plan prepared by Barge Design Solutions for the project.

The City of Huntsville intends to construct the Huntsville Northern Bypass beginning 1.2 miles east of the intersection of Bob Wade Lane and Pulaski Pike (CR-86) and ending approximately 1,500 feet east of the intersection with Highway 231/432 (Memorial Parkway) and Bob Wade Lane in Huntsville, Madison County, Alabama. The project also consists of two side roads, acceleration/deceleration lanes on Highway 231, bridge culverts, and intersections with traffic signals. The project begins at 34.8235° N and 86.6259° W and ends at 34.8273° N and 86.5673° W. The extension includes approximately 167 disturbed acres and 3.45 miles of roadway and is scheduled to take approximately 28 months to complete.

The Alabama Department of Environmental Management (ADEM) currently requires construction sites equal to or greater than one (1) acre in size to apply for coverage under the National Pollutant Discharge Elimination System (NPDES) Alabama Construction General Permit. This permit requires the development of a site-specific narrative Construction Best Management Practices Plan, monthly inspections and reporting, inspections and reporting after qualifying rain events, weekly inspections of disturbance within the banks of a waterbody, and quarterly CBMPP evaluations.

When the project is complete and all disturbed areas have been suitably stabilized, ADEM requires that a Termination Request be filed. A Spill Prevention Control and Countermeasures (SPCC) Plan is also required by this permit if fuel, chemicals, or pollutants are stored on site during construction.





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The receiving waters for the subject construction site are Dry Creek and Beaverdam Creek. Dry Creek is not listed on the 2022 303(d) list; however, Beaverdam Creek is listed on the Alabama 2022 303(d) for siltation; therefore, **the subject site is considered a Priority Construction Site** as defined by the Construction General Permit.

S&ME understands the City of Huntsville is requesting that S&ME prepare and submit the Notice of Intent (NOI) and conduct the required pre-construction, weekly, monthly, post-precipitation, and semi-annual inspections.

## ◆ Scope of Services

### Task 1 – CBMPP Review

S&ME will review the draft CBMPP prepared by Barge Design Solutions and propose amendments to the Plan to Barge Design Solutions. The specific content of the narrative CBMPP is outlined in Part III.E of the permit.

S&ME will work with Barge Design Solutions to finalize the CBMPP prior to submission to ADEM. The CBMPP will be completed and certified by Barge Design Solutions with S&ME approval. S&ME will submit the CBMPP to ADEM with the Notice of Intent.

S&ME anticipates one round of comments and/or requested revisions from the ADEM review. The proposed fee includes two reviews by S&ME of the CBMPP prepared by Barge.

### Task 2 – Pre-Construction Observation

S&ME will perform the Pre-Construction Observation required by Part III.H.1 of the Alabama Construction General Permit. The Pre-Construction Observation will consist of a comprehensive inspection of the proposed construction site including proposed areas of land disturbance, existing storm water conveyances, and proposed outfalls. The observation will be performed by the Qualified Credentialed Professional or a qualified person under the direct supervision of the Qualified Credentialed Professional.

### Task 3 – Notice of Intent

S&ME will prepare the electronic Notice of Intent (NOI) for coverage under the Alabama Construction General Permit ALR100000 for the subject construction site. The Barge CBMPP will be included as an attachment to the NOI. The NOI will be certified by a Professional Engineer acting as the Qualified Credentialed Professional.

The Permittee will be responsible for submitting the completed and certified NOI and the required attachments to ADEM via the Alabama Environmental Permitting and Compliance System (AEPACS). **S&ME will submit the permit issuance fee of \$1,385 via AEPACS**, on behalf of the Permittee.

### Task 4 – Monthly and Post-Precipitation Site Inspections

The Construction General Permit requires that a site inspection be performed a minimum of once per month. Site inspections must also be performed following each 0.75-inch or greater rainfall that occurs within any 24-hour



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period. Inspections following a qualifying precipitation event must commence no later than 24 hours after resuming construction activities and must be completed within five days of the qualifying event.

S&ME will conduct the required site inspections, as needed, and complete the NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each site inspection. Each inspection will be conducted by a qualified person under the direct supervision of the Qualified Credentialed Professional.

S&ME estimates an average of two inspections per month over the course of the project. These inspections are required until all disturbed areas have been fully reclaimed, permanently stabilized, or perennial vegetative cover is established. **With an expected project duration of 28 months, S&ME anticipates performing 56 site inspections.**

## **Task 5 – Weekly Inspections of Active Disturbance within the Banks of a Waterbody**

Part III.H.3(f) of the Construction General Permit requires that a site inspection be performed at least once a week on all active disturbance occurring within the banks of a waterbody. Disturbances planned within the banks of a waterbody for the subject project include:

- **Intermittent Stream 2:** 355 feet of impact at Station 220+00, including the diversion of the stream into a constructed grass lined channel south of the proposed eastbound lanes
- **Ephemeral Stream 3:** 620 feet of impact at Station 225+00, including the diversion of the stream into a constructed, grass lined channel south of the proposed eastbound lanes
- **Intermittent Stream 4:** 638 feet of impact at Station 250+00, including the diversion of the stream into a constructed, grass lined channel south of the proposed eastbound lanes
- **Intermittent Stream 6:** 482 feet of impact at Station 288+00, including a grade change and the replacement of culverts
- **Ephemeral Stream 7:** 382 feet of impact at Station 291+00, including the diversion of the stream into a constructed, grass lined channel south of the proposed eastbound lanes
- **Perennial Stream 8:** 250 feet of impact at Station 227+00, including the diversion of the stream into a constructed, grass lined channel north of the proposed westbound lanes
- **Ephemeral Stream 9:** 206 feet of impact at Station 337+50, including diverting the stream into double 64-inch by 40-inch elliptical RCPs
- **Intermittent Stream 10:** 565 feet of impact at Station 356+75, including a grade change and the installation of culverts
- **Intermittent Stream 11:** 1,380 feet of impact at Station 368+00, including the diversion of the stream into constructed, grass lined channels south of the proposed eastbound lanes



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S&ME will conduct the required inspections at a minimum of once per week until the disturbance/activity impacting the waterbody is complete and the disturbed area within the stream banks is fully stabilized. Following each inspection, S&ME will complete the NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23). Each inspection will be conducted by a qualified person under the direct supervision of the Qualified Credentialed Professional.

The weekly inspections will be performed concurrently with the monthly and post-precipitation inspections when possible. **For budgeting purposes, S&ME assumes 70 weekly inspections will be conducted in addition to the 56 monthly/post-precipitation inspections.**

### Task 6 – Quarterly CBMPP Evaluation

The Construction General Permit requires that the Qualified Credentialed Professional perform an on-site evaluation of the erosion and sediment controls once every three months. S&ME will conduct the required quarterly evaluations and complete the ADEM NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each evaluation. **With an expected project duration of 28 months, S&ME anticipates performing 7 quarterly CBMPP evaluations.**

### Task 7 – NPDES Voluntary Termination

To apply for permit termination, the Qualified Credentialed Professional must confirm that the regulated activity authorized by the Construction General Permit has been completed; construction/industrial effects removed; solid waste/debris properly disposed of; disturbed areas have been fully reclaimed, suitably stabilized, or perennial vegetative cover established; and storm water discharges do not represent an adverse impact to water quality.

After conducting a site inspection and determining that the termination criteria have been met, S&ME will complete the Voluntary Termination (ADEM Form 21) via AEPACS. The Voluntary Termination will be certified by a Professional Engineer acting as the Qualified Credentialed Professional. The Permittee will be responsible for submitting the Voluntary Termination to ADEM via AEPACS.

### ◆ Excluded Services

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Revisions to the CBMPP prepared by Barge
- Preparation of a separate CBMPP
- Assessment of the facility's compliance with regulations other than the Construction General Permit
- Daily site observations as required by the Construction General Permit
- Wetlands identification and/or delineation
- Archeological identification
- Preparation of corrective action plans or enforcement responses



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Huntsville, Madison County, Alabama  
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## ◆ Compensation

Based on the information provided to us and the activities as described under the Scope of Services outlined above, S&ME proposes the following budgets:

Task	Unit Fee	Units	Budget
1. CBMPP Review	\$450	2	\$900
2. Pre-Construction Observation	\$740	1	\$740
3. Notice of Intent	\$650	1	\$650
3a. ADEM Permit Issuance Fee	\$1,385	1	\$1,385
4. Monthly and Post Precipitation Site Evaluations	\$520	56	\$29,120
5. Weekly Inspections	\$310	70	\$21,700
6. Quarterly CBMPP Evaluations	\$880	7	\$6,160
7. Termination Request	\$280	1	\$280
<b>TOTAL PROPOSED BUDGET (28 MONTHS)</b>			<b>\$60,935</b>

The proposed budgets will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

## ◆ Use of Proposal/Report

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and resulting deliverable is limited to the above-referenced project and client. No other use is authorized by S&ME.

## ◆ Authorization

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of the services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

**If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.**



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Huntsville, Madison County, Alabama  
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♦ **Closing**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of work, or if we may be of any further assistance, please call.

Sincerely,

**S&ME, Inc.**

A handwritten signature in blue ink that reads "Patrick Curwen".

Patrick Curwen  
Environmental Staff Professional

A handwritten signature in blue ink that reads "Deborah J. Jones".

Deborah J. Jones P.E.  
Senior Engineer

Attachments: S&ME Agreement for Services (Form AS-071)

**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): S + ME, INC
- City of Huntsville current taxpayer identification number (if available): 35474  
(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>56-0791580 NC</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: [Signature] Title (if applicable): Bernard Manning  
Type or legibly write name: \_\_\_\_\_ Date: 1-26-12

**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**

**OMITTED (N/A TO THIS CONTRACT)**



# ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE



## S&ME, Inc. Rate Schedule

Description	Unit Rate
<b>Personnel</b>	
<b>Geotechnical Services</b>	
Technician.	\$ 55.00/hr
Senior Technician.	\$ 85.00/hr
Staff Professional.	\$ 120.00/hr
Project Engineer	\$ 155.00/hr
Project Manager	\$ 155.00/hr
Senior Engineer.	\$ 185.00/hr
Principal Engineer	\$ 215.00/hr
Administrative Support.	\$ 65.00/hr
<b>Civil Engineering/Planning Services</b>	
Senior Project Engineer, PE.	\$ 212.00/hr
Project Manager, PE.	\$ 175.00/hr
Civil/Design Engineer, PE.	\$ 165.00/hr
Civil/Transportation Designer	\$ 140.00/hr
Clerical Support.	\$ 70.00/hr
<b>Surveying Services</b>	
PLS (Professional Land Surveyor).	\$ 135.00/hr
Survey Manager.	\$ 135.00/hr
Engineer Tech. / CADD.	\$ 140.00/hr
2 Man Survey Crew.	\$ 170.00/hr

### **Note:**

- \* All rates will remain in effect through the duration of the project scope of work.
- \* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.

**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	_____	_____

CONTRACTED COMPLETION DATE: November 17, 2026 \_\_\_\_\_

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 4) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

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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 \_\_\_\_\_

**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
	<b>N/A</b>	
	<b>SUB-TOTAL</b>	
	<b>5% Administrative Fee</b>	
	<b>TOTAL</b>	

**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
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, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11
Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and

				Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
Progress Report (Att. 7)	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**

**OMITTED (N/A TO THIS CONTRACT)**

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: \_\_\_\_\_

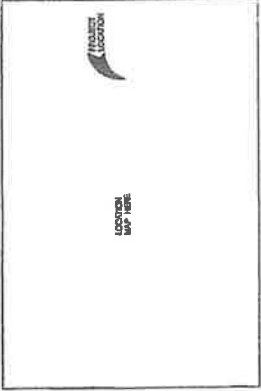
BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_  
OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

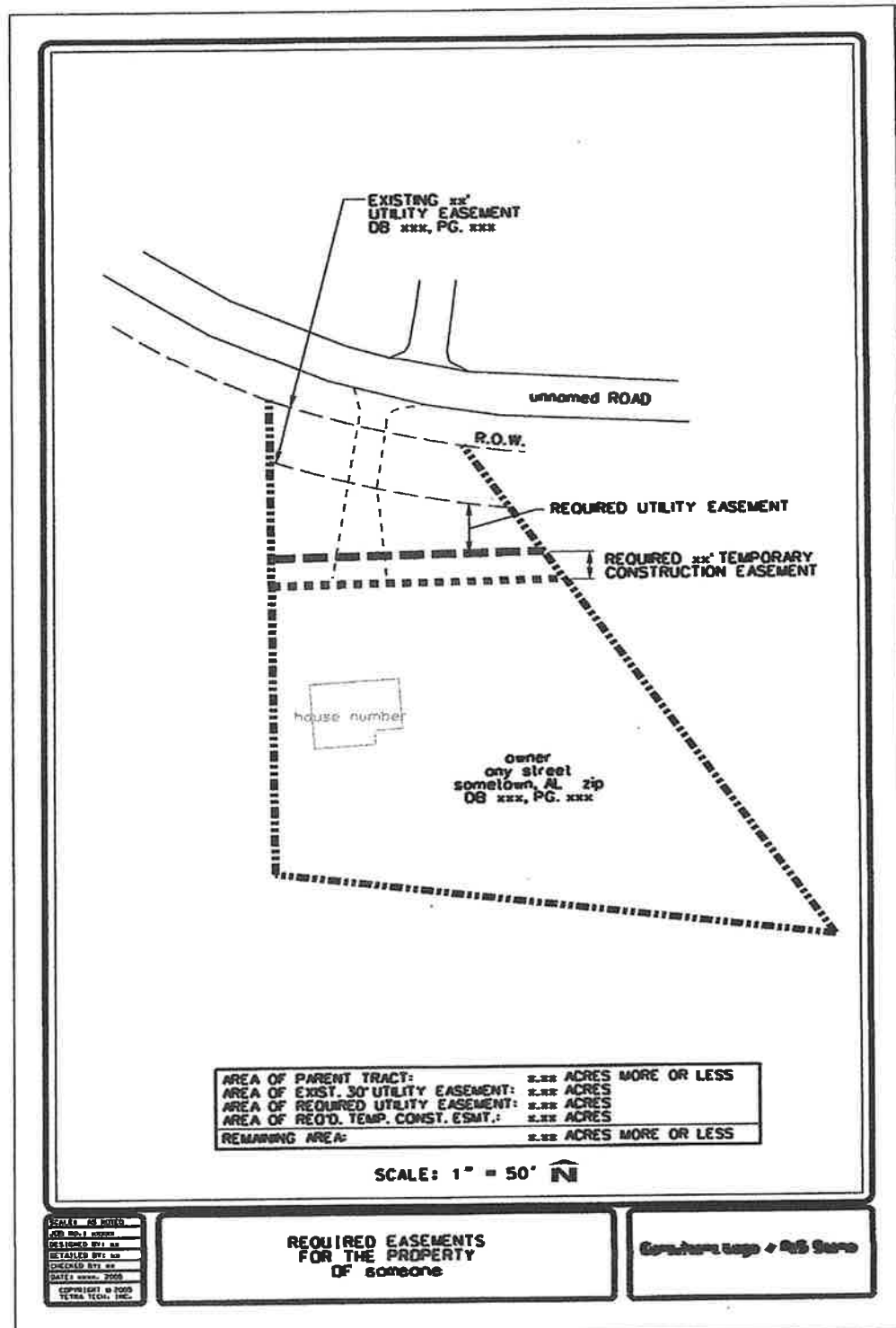
DATE: \_\_\_\_\_



# ATTACHMENT 11

<p style="text-align: center;">CONSTRUCTION PLANS FOR  <b>PROJECT NAME</b>          PROJECT INFORMATION</p> <p style="text-align: center;">FOR THE  <b>CITY OF HUNTSVILLE</b>          HUNTSVILLE, ALABAMA          (PROJECT NO. XXXXXXXX )</p> <p style="text-align: center;">SAMPLE STANDARD DRAWING FORMAT</p>	<p style="text-align: center;">TITLE SHEET</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">PROJECT NAME AND INFORMATION</th> <th colspan="2">CITY OF HUNTSVILLE</th> <th colspan="2">HUNTSVILLE, ALABAMA</th> </tr> <tr> <td colspan="2" rowspan="2"></td> <td colspan="2">PROJECT NO.</td> <td colspan="2">SHEET NO.</td> </tr> <tr> <td colspan="2"></td> <td colspan="2"></td> </tr> </table> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 20px;"> <div style="width: 45%;">  </div> <div style="width: 50%;"> <p style="text-align: center;"><b>HUNTSVILLE</b>              The Star of Alabama</p> <p style="text-align: center;">INDEX OF DRAWINGS</p> <p style="text-align: center;">INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.</p> </div> </div>	PROJECT NAME AND INFORMATION		CITY OF HUNTSVILLE		HUNTSVILLE, ALABAMA				PROJECT NO.		SHEET NO.					
PROJECT NAME AND INFORMATION		CITY OF HUNTSVILLE		HUNTSVILLE, ALABAMA														
		PROJECT NO.		SHEET NO.														

# **ATTACHMENT 12** **SAMPLE**



...leasementtemplate\_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 Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-929

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and the U. S. Geological Survey for Water Resources Investigations, Project No. 71-24-DM02.

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-516041-000000000

**City Cost Amount:** \$125,025.00

**Total Cost:** \$185,850.00

**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:**

Annual Funding agreement with United States Geological Survey (USGS) for the maintenance of fifteen (15) rainfall/runoff stream gaging in the Huntsville area on major channels. Data is provided on USGS website one hour after storm, in 15-min increments. Use to determine the intensity of a storm event to predict the potential for flooding downstream. USGS calibrates and maintains the stream gauges for one (1) year as part of the agreement.







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3592

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**Department:** Engineering

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Joint Funding Agreement between the City of Huntsville, Alabama and the U. S. Geological Survey for Water Resources Investigations, Project No. 71-24-DM02.

Resolution No.

**Finance Information:**

**Account Number:** 3080-71-00000-516041-00000000

**City Cost Amount:** \$125,025.00

**Total Cost:** \$185,850.00

**Special Circumstances:**

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**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:**

Annual Funding agreement with United States Geological Survey (USGS) for the maintenance of fifteen (15) rainfall/runoff stream gaging in the Huntsville area on major channels. Data is provided on USGS website one hour after storm, in 15-min increments. Use to determine the intensity of a storm event to predict the potential for flooding downstream. USGS calibrates and maintains the stream gauges for one (1) year as part of the agreement.

## 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 execute on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, the attached Joint Funding Agreement between the City of Huntsville and the U. S. Geological Survey for Water Resources Investigations in the Huntsville, Alabama area during the period of October 1, 2023, to September 30, 2024. The City of Huntsville's share of the funding is ONE HUNDRED TWENTY-FIVE THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$125,025.00) with the remainder to be funded by the United States Geological Survey. Said agreement being substantially in words and figures similar to that document attached hereto and identified as "Joint Funding Agreement between the City of Huntsville and the U. S. Geological Survey for Water Resources Investigations, Project No. 71-24-DM02." consisting of a total of two (2) pages and the date of November 16, 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 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of the City of Huntsville,  
Alabama

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001110  
Agreement #: 24MLJFAALDA037  
Project #: ML009Z5  
TIN #: 63-6001296

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2023, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Huntsville party of the second part.

1. The parties here to agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation of 15 flood hydrograph streamflow gaging stations with rainfall gages and data-collection platforms in Huntsville, Alabama, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$60,825 by the party of the first part during the period  
October 1, 2023 to September 30, 2024
- (b) \$125,025 by the party of the second part during the period  
October 1, 2023 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

\_\_\_\_\_  
President of the City Council of the City  
of Huntsville, AL  
Date: November 16, 2023

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR

Customer #: 6000001110  
Agreement #: 24MLJFAALDA037  
Project #: ML009Z5  
TIN #: 63-6001296

Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Darrell Lambeth  
Supervisory Hydrologist  
Address: 205 Hackberry Lane  
Tuscaloosa, AL 35487  
Telephone: (205) 348-0950  
Fax: (407) 803-5501  
Email: dlambeth@usgs.gov

Customer Technical Point of Contact

Name: Shane Davis  
Address: P.O. Box 308  
Huntsville, Alabama 35804  
Telephone: (256) 427-5300  
Fax:  
Email: shane.davis@huntsvilleal.gov

USGS Billing Point of Contact

Name: My-Chae May  
Budget Analyst  
Address: 3535 South Sherwood Forest Blvd.  
Baton Rouge, LA 70816  
Telephone: (225) 298-5481  
Fax:  
Email: gs-w-lmg\_agreements@usgs.gov

Customer Billing Point of Contact

Name: Shane Davis  
Address: P.O. Box 308  
Huntsville, Alabama 35804  
Telephone: (256) 427-5300  
Fax:  
Email: shane.davis@huntsvilleal.gov

U.S. Geological Survey  
United States  
Department of Interior

City of Huntsville

Signature

By Rodney R. Knight Date: July 2, 2023  
Name: Rodney R. Knight  
Title: Director, LMG Water Science Center

Signatures

By \_\_\_\_\_ Date: 11/16/23  
Name: Tommy Battle  
Title: Mayor

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AD: SDW



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-930

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**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 CDG Engineers & Associates, Inc., for the John Hunt Park Tennis Center Expansion.

Resolution No.

**Finance Information:**

**Account Number:** 3050-14-00000-521027-000000000

**City Cost Amount:** \$58,335.00

**Total Cost:** \$ 58,335.00

**Special Circumstances:**

**Grant Funded:** NONE

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 2305 Airport Road

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

**Additional Comments:**

Geotechnical Engineering, Construction Materials Testing, Special Inspections and ADEM Inspections.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3621

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**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 CDG Engineers & Associates, Inc for the John Hunt Park Tennis Center Expansion.

Resolution No.

**Finance Information:**

**Account Number:** 3050-14-00000-521027-000000000

**City Cost Amount:** \$58,335.00

**Total Cost:** \$ 58,335.00

**Special Circumstances:**

**Grant Funded:** NONE

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 2305 Airport Road

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

**Additional Comments:**

Geotechnical Engineering, Construction Materials Testing, Special Inspections and ADEM Inspections.





**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 Standard Agreement between the City of Huntsville and CDG Engineers & Associates, Inc., for engineering services for the John Hunt Park Tennis Center Expansion, Huntsville, Alabama in the amount of Fifty Eight Thousand Three Hundred Thirty-Five Dollars and 00/100s (\$58,335.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to the certain document attached hereto and identified as “Standard Agreement between the City of Huntsville and CDG Engineers & Associates, Inc.,” consisting of a total of eighteen (18) 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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Mayor of the City of Huntsville,  
Alabama

**STANDARD AGREEMENT  
BETWEEN  
CITY OF HUNTSVILLE  
AND  
CDG ENGINEERS & ASSOCIATES, INC.**



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

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

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

**CDG Engineers & Assoc. Inc.  
6767 Old Madison Pike  
Suite 400  
Huntsville, Alabama 35806**

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

**Project Title: John Hunt Park Tennis Center Expansion**

**General Project Description: Geotechnical Engineering, Construction Materials Testing, Special Inspections and ADEM Inspections.**

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

Date: November 16, 2023

President of the City Council: \_\_\_\_\_

# ARTICLE I

## THE ENGINEER'S BASIC DUTIES TO THE OWNER

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

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

### **1.3 PERIOD OF PERFORMANCE**

**1.3.1** The Engineer shall commence services pursuant to this agreement as of November 16, 2023. The final completion date for the completion of the Project shall be approximately February 16, 2025.

### **1.4 ADMINISTRATION OF CONSTRUCTION**

**1.4.1** The Engineer shall provide construction materials testing, and special inspections in addition to ADEM inspections of the work to be performed on the John Hunt Park Tennis Center Expansion as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

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

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

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

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

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

**1.4.7** The Engineer shall review, and advise the Owner and Project Architect concerning, proposals and requests for Change Orders from the Contractor. The Engineer shall provide input and recommendations to the Owner and Project Architect as necessary for the preparation of Change Orders for the Owner's approval and execution in accordance with

the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

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

## **1.5 ADDITIONAL SERVICES**

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

### **1.5.1**

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

## **1.6 SERVICE SCHEDULE**

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

## **1.7 PERSONNEL**

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

<b>NAME</b>	<b>FUNCTION</b>
<b>Allen Yates</b>	<b>Senior Engineer</b>

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

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

<b>Name</b>	<b>Work Telephone</b>	<b>Cell Telephone</b>
<b>William C. Bell</b>	<b>256-427-5286</b>	

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

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

N/A

ARTICLE III  
CONSTRUCTION COSTS

N/A

ARTICLE IV  
BASIS OF COMPENSATION

**4.1** The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.4 of this Agreement by payment in accordance with the rates included in the Schedule of Services and Fees as set forth in Exhibit "A" up to the Total Not-to Exceed Amount of **\$58,335.00**. These amounts include the cost of addenda related to the bidding of the Construction Project.

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

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

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

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

ARTICLE V  
PAYMENT TO THE ENGINEER

**5.1 ENGINEER'S INVOICES**

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

**5.1.2** If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have

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

## **5.2 TIME FOR PAYMENT**

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

## **5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

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

## **5.4 REIMBURSABLE EXPENSES**

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

## **5.5 ENGINEER'S RECORDS**

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

# **ARTICLE VI TERMINATION**

## **6.1 TERMINATION FOR CAUSE**

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

## **6.2 TERMINATION BY THE OWNER WITHOUT CAUSE**

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

# **ARTICLE VII MISCELLANEOUS PROVISIONS**

## **7.1 GOVERNING LAW**

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

## **7.2 INTENT AND INTERPRETATION**

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

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

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

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

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

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

### **7.3 TIME IS OF THE ESSENCE**

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

### **7.4 USE AND OWNERSHIP OF DOCUMENTS**

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

### **7.5 SUCCESSORS AND ASSIGNS**

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

### **7.6 NO THIRD-PARTY BENEFICIARIES**

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

### **7.7 INSURANCE**

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

#### **A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

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

**Commercial General Liability**

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

**2. Professional Liability:**

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

**3. Automobile Liability:**

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

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

**5. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 1,000,000 General Aggregate Limit  
\$ 1,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**2. Professional Liability:**

Insurance may be made on a "claims-made" basis:



\$ 100,000 Per Claim - Land Surveyors  
\$ 250,000 Per Claim - Other Professionals

**3. Automobile Liability:**

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease  
\$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's Only:**

- a. 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 Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Architect. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Architect's insurance and shall not contribute to it.
- c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. Engineer is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

**E. VERIFICATION OF COVERAGE:**

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

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

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

## ARTICLE VIII OTHER CONDITIONS OR SERVICES

8.1 N/A

**8.2 ENTIRE AGREEMENT**

8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

**ENGINEER**

**SEAL**

Allen Yates

By:

\_\_\_\_\_  
(SIGNATURE)

Allen Yates  
CDG Engineers & Associates, Inc.  
6767 Old Madison Pike: Suite 400  
Huntsville, AL 35806

\_\_\_\_\_  
(DATE OF EXECUTION)

**OWNER**

**SEAL**

Tommy Battle

By:

\_\_\_\_\_  
(SIGNATURE)

Tommy Battle, Mayor  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801

\_\_\_\_\_  
(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.



6767 Old Madison Pike  
Suite 400  
Huntsville, AL 35806  
Tel (256) 539-7470  
Fax (256) 539-7473

cdge.com

October, 2023

City of Huntsville  
General Services Department  
2411-A 9<sup>th</sup> Avenue  
Huntsville, Alabama 35805

Attention: Mr. Chris O'Neil, Facilities Projects Manager

Reference: **Proposal to Provide Geotechnical Engineering, NPDES Permit  
and Inspection, and Construction Phase Services  
Tennis Center Expansion – John Hunt Park  
Huntsville, Alabama  
CDG Reference Number: P951623002**

Dear Mr. O'Neil:

CDG, Inc. (CDG) is pleased to submit this proposal to provide engineering and construction phase services for the proposed Tennis Center Expansion at John Hunt Park in Huntsville, Alabama. CDG is a multi-discipline, engineering and environmental services firm with a 75-year history of successful operation. We are very familiar with the local geotechnical and construction conditions. And with an office located in Huntsville, we can provide you with expert and efficient service.

The CDG Testing Laboratory is accredited by the American Association of State Highway Transportation Officials (AASHTO Resource and CCRL). Our testing technicians maintain certifications in concrete and nuclear density testing to ensure strict quality control. CDG is committed to providing highly trained and experienced personnel for the success of this project.

**Site and Project Description**

Based on a review of available aerial and street level imagery, the limits of the proposed work are vegetated with short grasses. The existing topography is relatively flat. Surrounding improvements include asphalt paved streets providing access to existing facilities within John Hunt Park, existing asphalt paved parking, and a small facility support building.



Based on the provided drawings (*John Hunt Park: Tennis Center Expansion; Grading Plan*; dated 9/22/2023), the proposed development will consist of ten (10) new lighted tennis courts and an associated  $\pm 2.3$ -acre parking lot. Concrete sidewalk will be installed around the perimeter of both the courts and parking area. Earthwork will be limited to cuts and fill of less than 5 feet.

Proposed traffic information for the parking lot was unavailable at the time of proposal preparation. Therefore, we have assumed that traffic will consist primarily of passenger vehicles with occasional buses or larger maintenance. No significant semi-tractor loading is anticipated for the parking areas. Additionally, specific structural loads for tennis court luminaires were not provided. Foundation design of the luminaires is expected to be performed by MUSCO.

### **GEOTECHNICAL SERVICES**

The purposes of the geotechnical study are to determine general subsurface conditions at specific soil test boring locations and provide geotechnical recommendations relative to the earthwork, foundation, and paving phases of construction. In general, our proposed scope of geotechnical services includes a subsurface exploration, field and laboratory soil testing, engineering evaluation, and preparation of a geotechnical report containing our findings and conclusions. Specifically, our proposed scope of services consists of the following:

- Site reconnaissance, soil test boring layout, and geologic map review.
- Mobilization of a truck-mounted drilling rig and soil test borings in the proposed development area. The following number and depth of borings are proposed:
  - Court Luminaires – 13 borings, 20 feet deep
  - Tennis Courts – 4 borings, 10 feet deep
  - Parking Lot – 8 borings, 10 feet deep
  - Detention Pond – 1 boring, 10 feet deep

Borings will contain Standard Penetration Tests at 2½-foot intervals and will extend to the noted depths below the existing ground surface or to refusal, whichever occurs first.

- Laboratory tests to determine site-specific soil classification characteristics. Tests will include the following: Natural Moisture Content, Grain Size Analysis (8), and Atterberg Limits (8).
- Evaluation of the information gathered during the subsurface exploration and laboratory testing program and preparation of a geotechnical engineering report. The report will address the following items:
  - Site and project descriptions.





- Local geology and its implications for the planned development.
- Subsurface conditions encountered in the borings.
- Groundwater measurements at the time of the field work.
- Laboratory test results.
- Earthwork recommendations including subgrade preparation, excavation and fill placement, reuse of on-site soils as structural fill, treatment of unsuitable soils, and groundwater control.
- Pavement subgrade preparation considerations and recommended typical flexible pavement sections based on assumed traffic intensities and soil support parameters derived from correlations with index properties.
- Recommend lateral earth pressure parameters for use in structural design (by others) of luminaire foundations.

#### Test Locations

Soil test boring locations will be estimated in the field using a Trimble R2 GPS device capable of sub-meter horizontal accuracy and existing features shown on available plans. Test locations may be more accurately established in the field using high-precision surveying equipment if requested by the client.

#### Site Access and Restoration

We have assumed that right-of-entry has been obtained for CDG to perform the proposed evaluation. Based on review of aerial imagery, the proposed development area is generally clear for the drilling equipment to access the proposed boring locations. Therefore, the soil test borings will be performed at accessible locations using a truck-mounted drilling rig. However, if surface obstructions, steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (dozer or ATV-mounted drilling rig) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.

CDG will perform the subsurface exploration with large, heavy equipment that will cause a small amount of disturbance such as rutting in unpaved areas and small piles of auger cuttings from the borings. We will endeavor to minimize our impact to the site. Boreholes will be backfilled with auger cuttings. This proposal does not include additional site restoration.

#### Utility Location

CDG will notify the line location service concerning the proposed borings. However, we note that the service will generally not mark lines outside the right-of-way. Therefore, we request that the client provide plans or mark in the field the location of buried utility lines, if present. CDG cannot be responsible for damage to unmarked or unmapped utility lines.



#### Geotechnical Budget

Based on the noted scope of geotechnical services and assuming no unusual conditions are encountered at the site, the lump sum fee is **\$20,510.00**. At the client's request, supplementary services will be provided for additional negotiated compensation. If unanticipated conditions are encountered, we will notify you of our recommendations for a change in scope and the associated budget adjustment, if necessary. However, the noted budget will not be exceeded without your prior authorization.

### **NPDES STORMWATER PERMITTING AND INSPECTION VISITS**

#### NPDES Stormwater Permitting

CDG will complete a construction stormwater NPDES permitting and Best Management Practices plan required by the Alabama Department of Environmental Management (ADEM) specifying the City of Huntsville as the permit holder. The permit application submittal will consist of the completion of a Notice of Intent (NOI) and a site location map. The NOI will be digitally submitted through the ADEM e-NOI website. Additionally, CDG will submit the required \$1,385.00 application fee in conjunction with the NOI. The current construction stormwater General Permit provides coverage until March 31, 2026. CDG will also prepare the permit Termination Request form at the end of the project and submit to ADEM.

The Best Management Plan (BMP) will include site information, project contact information, and required erosion control measures for project construction activities (referencing the prepared erosion control plan in the project documents). The lump sum budget for completing the NPDES permit application, including the application fee, is **\$3,425.00**.

#### NPDES Stormwater Inspection Services

NPDES stormwater inspection services will include site visits for evaluation of existing site conditions and proper maintenance of existing Best Management Practices for the site during construction and submittal of the inspection report to the client. The inspections will be performed monthly or after a qualifying rainfall event until the site disturbance phase of the project has been completed or upon request.

Based on an overall inspection duration of 14 months, we have assumed twenty (20) two-hour site visits will be required to perform these services. The cost of an individual site visit will be \$450.00. Therefore, an appropriate lump sum fee for these services, which includes report review and distribution, is **\$9,000.00**.





### **CONSTRUCTION MATERIALS TESTING AND OBSERVATION SERVICES**

Construction phase services will be provided on-call as requested and scheduled by the contractor's representative. Charges will be billed on a unit rate basis in accordance with the attached Fee Schedule. However, for planning purposes, we have prepared the following budget estimate based on our understanding of the expected scope of services for the site. Those services are expected to include soil density testing (and associated laboratory testing), subgrade evaluation, structural concrete sampling and testing, observation of light pole foundation excavations, and senior consultation with field staff.

The amount of testing required depends on the contractor's schedule. At the time of proposal preparation, the project had not been advertised for bids. Therefore, we have made assumptions regarding the frequency of visits based on the project scope and our experience with similar work. The final cost of testing will depend on the actual duration of construction and the total amount of time and testing required.

#### **Proofrolling and Subgrade Evaluation**

The subgrade soils should be tested and approved to ensure compliance with the project requirements. We have budgeted for 7 site visits (3 hours per trip) to evaluate the suitability of exposed soils or base materials prior to placement of structural fill or construction of overlying structures.

#### **Soil and Base Compaction Testing**

Earthwork at the site is expected to include structural fill placement for fine grading and backfill of any undercut required for low-consistency subgrade materials. Density testing should be performed on each lift of fill placed. Additionally, density testing of base in paved areas will be required. Testing of compacted soil and base is expected to be performed on a full-time (8 hours per trip) basis. We have assumed that 7 episodes of density testing will be required. The scope of compaction testing includes 2 Standard Proctor / soil classification tests and 1 Modified Proctor test.

#### **Foundation Bearing Surface Evaluation and Reinforcement Observation**

The proposed luminaries may require reinforced, cast-in-place foundations for support. Foundation bearing surfaces and proper reinforcing steel are to be verified prior to footing construction. We have assumed that 6 site visits (4 hours per visit) will be required to evaluate foundations and reinforcement at the proposed luminaire locations.





#### Structural Concrete Sampling and Testing

Structural concrete will be placed in luminaire foundations, sidewalks, and portions of the parking lot (curb & gutter). Plastic concrete will be sampled and tested to determine temperature, slump, air content and compressive strength.

One set of five 4"x8" test cylinders will be molded for each episode of concrete testing. Test specimens will be molded, transported to the CDG Materials Testing Laboratory, cured, and tested for compressive strength in general accordance with appropriate ASTM standards.

For budgeting purposes, we have assumed that 14 trips will be required to test concrete, with a typical trip duration of 3 hours. Additionally, the budget is based on molding a total of 70 concrete cylinders in 14 sets.

#### Budget Summary for Construction Testing Services

Scope Description	Estimated Budget
Proofrolling and Subgrade Evaluation	\$4,005
Soil Density Testing and Laboratory Testing	\$8,335
Observation of Luminaire Foundation Excavations	\$5,130
Structural Concrete Sampling and Testing	\$7,930
<b>Sub-Total for Construction Phase Services</b>	<b>\$25,400</b>

#### OVERALL BUDGET SUMMARY AND CLOSING

The following table presents a summary of lump sum or estimated hourly budgets for the different services performed for the project.

Service Type	Fee Type	Budget
Geotechnical Evaluation	Lump Sum (Fixed)	\$20,510.00
NPDES Permitting	Lump Sum (Fixed)	\$3,425.00
NPDES Inspections (14 months)	Lump Sum (Fixed)	\$9,000.00
<b>Total Lump Sum Fee</b>		<b>\$32,935.00</b>
Construction Testing and Observation	Hourly (Unit Rate)	\$25,400.00
<b>Total Budget Estimate</b>		<b>\$58,335.00</b>



We appreciate the opportunity to submit this proposal and look forward to working with you on this important project. Please call if you have any questions.

Sincerely,

CDG, Inc.

A handwritten signature in blue ink, reading "Allen J. Yates".

Allen J. Yates, PE  
Senior Engineer

A handwritten signature in blue ink, reading "Danner Drake".

Danner Drake, PE  
Practice Leader

Attachments: 2023 Fee Schedule



**CDG, INC.**  
**2023 FEE SCHEDULE**  
**CONSTRUCTION PHASE SERVICES**

**Tennis Center Expansion – John Hunt Park – Huntsville, Alabama**  
**CDG Reference Number: P951623002**

**1. Personnel**

a. Technician I .....	\$ 70.00 / hour
b. Technician II .....	\$ 85.00 / hour
c. Technician III.....	\$ 100.00 / hour
d. Staff Professional.....	\$ 115.00 / hour
e. Certified Inspector .....	\$ 135.00 / hour
f. Project Professional .....	\$ 165.00 / hour
g. Project Manager.....	\$ 220.00 / hour
h. Senior Engineer, PE.....	\$ 275.00 / hour

**2. Laboratory Testing – Soil, Concrete, Asphalt, Aggregate**

a. Moisture Content .....	\$ 12.00 / test
b. Wash #200 Sieve .....	\$ 85.00 / test
c. Mechanical Grain Size Analysis .....	\$ 110.00 / test
d. Hydrometer Analysis .....	\$ 190.00 / test
e. Atterberg Limits (LL, PL, PI) .....	\$ 125.00 / test
f. Standard Proctor .....	\$ 165.00 / test
g. Modified Proctor.....	\$ 180.00 / test
h. Density of Asphalt Core.....	\$ 95.00 / test
i. Compression Testing – Concrete Cylinder .....	\$ 25.00 / cylinder
j. Compression Testing – Grout/Mortar Prism.....	\$ 30.00 / prism
k. Flexural Testing – Concrete Beam.....	\$ 50.00 / beam
l. Test Specimen End Preparation .....	\$ 35.00 / end
m. Mobile Laboratory .....	Project Specific

**3. Equipment / Miscellaneous**

a. Nuclear Density Gauge .....	\$ 50.00 / trip
b. Static / Dynamic Cone Penetrometer .....	\$ 26.00 / trip
c. Calibrated Bolt Torque Wrench.....	\$ 30.00 / trip
d. Sand Cone / Drive Cylinder.....	\$ 22.00 / test
e. Asphalt/Concrete Coring .....	\$ 16.00 / in.-depth
f. Sprayed Fire-Resistive Material Testing.....	\$ 35.00 / test
g. Moisture Vapor Emission Test .....	\$ 30.00 / test
h. Mileage .....	\$ Current GSA Rate
i. Per Diem (overnight/man) .....	\$ 175.00 / day
j. Subcontract Goods or Services (as requested by client) .....	cost + 15 %

**Notes:**

A quarter hour of technician and Senior Engineer, P.E. time per testing report is required for preparation, engineering review and distribution. Mileage and travel time will be charged portal to portal (typical minimum of 3 hours). The provided rates are for work performed during normal business hours. Overtime charges (1.5) will apply for personnel hours worked in excess of 8 hours per day, at night and for time worked on weekends or holidays. Rates are subject to a maximum annual escalation equal to the CPI effective each calendar year.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-931

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Temporary Construction Easement Agreement between the City of Huntsville, Freedom Tower LLC and Brasfield & Gorrie LLC for the Office Building at Hays Farm.

Resolution No.

**Finance Information:**

**Account Number:** NONE

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** NONE

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 1150 Haysland Road SW

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

**Additional Comments:**

Temporary Construction Easement for a parcel of land situated in Lot 1B of The Park Phase 3 at Hays Farm containing approximately 0278 acres.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3629

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**Department:** General Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Temporary Construction Easement Agreement between the City of Huntsville, Freedom Tower LLC and Brasfield & Gorrie LLC for the Office Building at Hays Farm.

Resolution No.

**Finance Information:**

**Account Number:** NONE

**City Cost Amount:** N/A

**Total Cost:** N/A

**Special Circumstances:**

**Grant Funded:** NONE

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 1150 Haysland Road SW

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

**Additional Comments:**

Temporary Construction Easement for a parcel of land situated in Lot 1B of The Park Phase 3 at Hays Farm containing approximately 0278 acres.



**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 Temporary Construction Easement Agreement between and among the CITY OF HUNTSVILLE, as Grantor, FREEDOM TOWER, LLC, an Alabama limited liability company, as Grantee, and BRASFIELD & GORRIE, L.L.C., a Delaware limited liability company, as General Contractor, on behalf of the City of Huntsville, which said Agreement is substantially in words and figures the same as that certain document attached hereto and identified as “Temporary Construction Easement Agreement between and among the City of Huntsville, Freedom Tower, LLC, and Brasfield & Gorrie, L.L.C.,” consisting of ten (10) pages, including exhibits, and the date of November 16, 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 after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, the Mayor be and he is hereby authorized to execute and exercise the Temporary Construction Easement Agreement on behalf of the City of Huntsville, with such changes, if any, as the Mayor deems desirable and necessary, including the authority to execute all other documents relevant or relating to effect and complete the temporary construction easement and the transaction contemplated therein.

**ADOPTED** this the 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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



THIS INSTRUMENT PREPARED BY:  
KATHERINE AMOS BEASLEY  
ATTORNEY FOR GRANTOR  
WILMER & LEE, PA  
100 WASHINGTON STREET  
HUNTSVILLE, ALABAMA 35801  
256-533-0202

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STATE OF ALABAMA

COUNTY OF MADISON

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is executed to be effective as of the **16th** day of **November**, 2023 (the “**Effective Date**”), between and among, CITY OF HUNTSVILLE, an Alabama municipal corporation (“**Grantor**”), FREEDOM TOWER, LLC, an Alabama limited liability company (“**Grantee**”), and BRASFIELD & GORRIE, L.L.C., a Delaware Limited Liability Company (“**General Contractor**”) (Grantor, Grantee, and General Contractor are each sometimes are referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS:

WHEREAS, Grantor owns that certain parcel of real property situated in the City of Huntsville in Madison County, Alabama, more particularly described on **Exhibit “A”** attached hereto (the “**Grantor Parcel**”); and

WHEREAS, Grantee owns that certain parcel of real property situated in the City of Huntsville in Madison County, Alabama, located adjacent to the Grantor Parcel, and more particularly described on **Exhibit “B”** attached hereto (the “**Grantee Parcel**”; and, together with the Grantor Parcel, the “**Parcels**”); and

WHEREAS, Grantee intends to construct a multi-story office building and other related improvements (the “**Project**”) upon the Grantee Parcel; and

WHEREAS, incident to the Project on the Grantee Parcel, FLORIDA MECHANICAL SYSTEMS, INC. (the “**Crane Contractor**”) pursuant to its agreement with the General Contractor, will assemble, use, operate, and later dismantle a temporary crawler crane (the “**Crane**”) on or around the Grantee Parcel, with the construction of the Project requiring the Crane to enter onto and upon a portion of the Grantee Parcel in order to perform certain construction activities related to and in furtherance of the Project; and

WHEREAS, Grantor is desirous of granting a temporary construction easement to Grantee for such purposes subject to and in accordance with this Agreement.

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

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, do hereby grant and agree as follows regarding the Grantor Parcel:

1. **Grant of Temporary Construction Easement.** In consideration of a payment of Five Hundred and No/100 Dollars (\$500.00) (“**Easement Fee**”), from General Contractor to Grantor, along with other good and valuable consideration, Grantor hereby grants to Grantee and General Contractor, and its contractors, subcontractors, employees and assigns (collectively, the “**Permitted Users**”), a temporary construction easement to drive, use, and operate the Crane over, on, upon, and within a portion of the Grantor Parcel, as more particularly described in **Exhibit “C”** and as depicted in **Exhibit “D”** attached hereto and incorporated herein (“**Easement Area**”), to the extent required in connection with the operation or use of the Crane and/or construction of the Project (the “**Crane Easement**”).

2. **Termination.** The Crane Easement will automatically terminate upon the earlier of: (a) General Contractor’s removal and disassembly of the Crane from the Parcels, or (b) April 30, 2024. In the event the Crane has not been removed and disassembled by April 30, 2024, then this Agreement shall be automatically extended for an thirty (30) days, after which time the Crane Easement shall automatically terminate. Upon termination, the Easement Area shall be restored by the General Contractor and/or Crane Contractor to its current (“As-Is”) condition meaning the same or similar condition as existed on the Effective Date;; including, but not limited to, removal of any aggregate, crane mats, or other materials utilized in connection with the use or operation of the Crane and/or construction of the Project.

3. **Operation.** General Contractor shall cause its Crane Contractor to operate its crane in a safe and workmanlike manner and in accordance with all applicable laws and regulations. At all times during the use of the Crane Easement, General Contractor shall undertake all reasonable and prudent safety precautions to protect the Grantor Parcel, all property adjoining the Grantor Parcel, and all persons from any damage or injury that could occur during the use or operation of the Crane and the performance of construction activities relating to the Project. The Permitted Users shall not park or cause the crane to rest over any portion of the Grantor Parcel when the Crane is not in operation, except for temporary stoppages incidental to the active performance of work not to exceed thirty (30) minutes.

4. **Indemnification.** To the fullest extent permitted by Alabama law, Grantee and General Contractor shall defend, indemnify and hold harmless the Grantor from and against any and all bodily injury or property damage arising from, out of, or on account of Grantee, General Contractor, or their contractors, agents or employees in the exercise of the rights granted herein; provided, however, this paragraph does not indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the intentional acts or negligence of Grantor, its agents, tenants, residents, employees, or invitees, or caused by or resulting from any violation of the terms or provisions of this Agreement. The indemnification obligation shall expire one (1) year after the removal of the tower crane used for the Project.

5. **Insurance.** During the term of this Agreement, General Contractor and Grantee shall maintain commercial general liability insurance of \$2,000,000.00 per occurrence and aggregate limits of \$4,000,000.00. Such insurance shall be maintained in full force and effect during the term of the Agreement. Grantee and General Contractor shall cause the Grantor to be named as additional insured under such policies. A certificate showing that such insurance

coverage is in effect, shall be delivered to Grantor, prior to commencing any work within the Easement Area before operating any Crane. Such insurance shall be maintained in full force and effect during the term of the Agreement.

6. **Permits and Safety Certificates.** Prior to erection or operation of the Crane, the Permitted Users shall obtain all permits required by law, including those required by the City of Huntsville, and all other applicable governmental authorities, and shall maintain permits at all times the Crane is in operation. General Contractor shall deliver a copy of all permits to Grantor upon request. The Permitted Users shall maintain appropriate safety certificates from all local, state, federal, and other associations, as may be required to certify or license the Crane. General Contractor shall report any inspection violation related to or reasonably affecting the operation of the Crane to Grantor within forty-eight (48) hours of receiving any such violation.

7. **Authority and Binding Effect.** The persons executing this Agreement warrant that they have the authority to do so. This Agreement binds and benefits the Parties and their respective successors and assigns, and all benefits and burdens created by this Agreement shall run with the land with respect to the Parcels and shall bind all successors in title thereto.

8. **Miscellaneous.** This Agreement shall not be modified, amended, or terminated without the prior written agreement of the Parties. This Agreement may be executed and delivered in multiple counterparts, which together shall constitute one single binding and enforceable agreement. This Agreement shall be governed by and construed in accordance with Alabama law, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

**[Signatures and Acknowledgements appearing on the following pages.]**

**GRANTOR:**

CITY OF HUNTSVILLE, an Alabama  
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 Shaundrika Edwards, whose names as Mayor and City Clerk, respectively, of the CITY OF HUNTSVILLE, an Alabama municipal corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they, as such officers and with full authority, executed the same for and as the act of said City of Huntsville, an Alabama municipal corporation, as of the day the same bears date.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
My commissioner expires: \_\_\_\_\_

[Grantee Signature Page to Temporary Crane Easement Agreement.]

**GRANTEE:**

FREEDOM TOWER, LLC, an Alabama  
limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of FREEDOM TOWER, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**GENERAL CONTRACTOR:**

BRASFIELD & GORRIE, L.L.C., a  
Delaware Limited Liability Company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned Notary Public in and for said county in said state, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of BRASFIELD & GORRIE, L.L.C., a Delaware Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

**EXHIBIT “A”**  
(Legal Description of Grantor Parcel)

Lot 1B, according to that Minor Plat of The Park Phase 3 at Hays Farm, as recorded in Plat Book 2022, Pages 402-403 of the Probate Records of Madison County, Alabama.

**EXHIBIT “B”**

(Legal Description of Grantee Parcel)

Lot 1A, according to that Final Plat of The Park Phase 4 at Hays Farm, as recorded in Plat Book 2023, Pages 266-267 of the Probate Records of Madison County, Alabama.



**EXHIBIT "C"**

(Legal Description of Easement Area)

A parcel of land situated in Lot 1B of The Park Phase 3 at Hays Farm (Plat book 2022, Page 402) being in Section 31, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama more particularly described as follows:

Beginning at the southwest corner of Lot 5B of The Park Phase 3 at Hays Farm (plat book 2022 page 402); thence run South 25 degrees 29 minutes 08 seconds East 40.00 feet; thence run South 65 degrees 47 minutes 23 seconds West 221.71 feet; thence run 91.28 feet along a curve to the right having a radius of 490.00 feet, a delta angle of 10 degrees 40 minutes 24 seconds, and a chord bearing and distance of South 70 degrees 45 seconds 44 minutes West 91.15 feet; thence run North 03 degrees 41 minutes 34 seconds East 42.15 feet to the south line of Lot 1A of The Park Phase 4 at Hays Farm (plat book 2023 page 266); thence run 68.22 feet along the south line of Lot 1A of said The Park Phase 4 at Hays Farm (plat book 2023 page 266) and a curve to the left having a radius of 450.00 feet, a delta angle of 08 degrees 41 minutes 12 seconds, and a chord bearing and distance of North 70 degrees 07 minutes 59 seconds East 68.16 feet; thence run North 65 degrees 47 minutes 23 seconds East 223.94 feet along the south line of Lot 1A of said The Park Phase 4 of Hays Farm (plat book 2023 page 266) back to the Point of Beginning.

Said parcel containing 0.278 acres (12,101 square feet) more or less.

[illegible]



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-932

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**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 Wiss, Janney, Elstner Associates, Inc., for the Clinton Avenue Parking Deck.

Resolution No.

**Finance Information:**

**Account Number:** 1000-53-53200-515370-00000000

**City Cost Amount:** \$33,650.00

**Total Cost:** \$33,650.00

**Special Circumstances:**

**Grant Funded:** NONE

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 116 Clinton Avenue

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

**Additional Comments:**

Repair design services for the parking structure to include safety, structural, and maintenance items.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3613

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**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 Wiss, Janney, Elstner Associates, Inc., for the Clinton Avenue Parking Deck.

Resolution No.

**Finance Information:**

**Account Number:** 1000-53-53200-515370-00000000

**City Cost Amount:** \$33,650.00

**Total Cost:** \$33,650.00

**Special Circumstances:**

**Grant Funded:** NONE

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

**Resolution #:** N/A

**Location: (list below)**

**Address:** 116 Clinton Avenue

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

**Additional Comments:**

Repair design services for the parking structure to include safety, structural, and maintenance items.



**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 Standard Agreement between the City of Huntsville and Wiss, Janney, Elstner Associates, Inc., for engineering services for the Clinton Avenue Parking Deck, Huntsville, Alabama in the amount of Thirty-Three Thousand Six Hundred Fifty Dollars and 00/100s (\$33,650.00) plus Fifteen Thousand Dollars and 00/100s (\$15,000.00) reimbursables 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 Wiss, Janney, Elstner Associates, Inc.,” consisting of a total of seventeen (17) 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 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of the City of Huntsville,  
Alabama

**STANDARD AGREEMENT  
BETWEEN  
CITY OF HUNTSVILLE  
AND  
WISS, JANEY, ELSTNER ASSOCIATES, INC.**



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

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

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

**Wiss, Janes, Elstner, Assoc. Inc.  
2055 Sugarloaf Circle  
Suite 250  
Duluth, Georgia 30097**

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

Project Title: **Clinton Avenue Parking Deck**

General Project Description: **Repair design services for the parking structure to include safety, structural and maintenance items.**

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

Date: November 16, 2023

President of the City Council: \_\_\_\_\_



# ARTICLE I

## THE ENGINEER'S BASIC DUTIES TO THE OWNER

**1.1** By executing this Agreement, the Engineer represents to the Owner that the Engineer is professional qualified to act as the Engineer for the project and is licensed to practice Engineering by all public entities having jurisdiction over the Engineer and the Project. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as Engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer assumes full responsibility to the Owner for the negligent acts, errors and omissions of its consultants or others employed or retained by the Engineer in connection with the Project. 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 Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

### **1.3 PERIOD OF PERFORMANCE**

**1.3.1** The Engineer shall commence services pursuant to this agreement as of November 16, 2023. The final completion date for the completion of the Project shall be approximately November 16, 2024.

### **1.4 SCHEMATIC DESIGN**

**1.4.1** The Engineer 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 requirement with the Owner.

**1.4.2** The Engineer shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

**1.4.3** The Engineer shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

**1.4.4** The Engineer 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.

**1.4.5** The Engineer shall submit to the owner an estimate of probable construction costs based upon current area, volume, other unit costs or other information.

**1.4.6** The Engineer shall submit provide 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 for the renovation project.

### **1.5 DESIGN DEVELOPMENT**

**1.5.1** Based on the schematic design documents and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Engineer 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.

**1.5.2** The Engineer shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

### **1.6 CONSTRUCTION DOCUMENTS, BIDDING & NEGOTIATIONS**

#### **1.6.1 Construction Documents**

1.6.1.1 Upon the Owner's authorization, the Engineer 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 and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

1.6.1.2 The Engineer shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

## **1.6.2 Bidding & Negotiating**

1.6.2.1 The Engineer will work with the construction Projects Management Department to develop and provide the following information for review and approval to the City of Huntsville Procurement Services Division for concurrence. The preparation of the Advertisement for Bids will serve as the official notice to proceed with the bidding process.

- A. Name and Address of Project
- B. Name of Engineering Firm and Engineer and Construction Manager when applicable.
- C. Date Contract Documents and Plans to be released, where to pick them up, cost per set, and if applicable will any sets be refunded partially or in full.
- D. Proposed date, time, and location for Pre-bid Conference and Bid Opening.
- E. Schedule and placement of advertising.
- F. The proposed bidding documents including specifications and a complete set of plans for review for compliance with applicable policies and laws.

1.6.2.2 The Engineer shall provide Construction Projects Management Division two complete sets of specifications and drawings.

1.6.2.3 The Engineer will conduct any required Pre-Bid Conference. The Engineer will be responsible for the preparation and distribution of any required addenda.

1.6.2.4 The Engineer will participate in the public bid opening. Representatives from Construction Projects Management Division and Procurement Services shall be in attendance at the bid opening as well as all negotiations following the bid opening. The results of any such negotiation shall become a part of the contract document.

## **1.7 ADMINISTRATION OF CONSTRUCTION**

1.7.1 The Engineer shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth herein.

1.7.2 The Engineer shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the contractor shall be communicated through the Engineer. The Engineer shall act on behalf of the Owner only to the extent provided herein.

1.7.3 Upon receipt, the Engineer shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values 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 Engineer 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 Engineer shall sign the Schedule of Values thereby indicating the Engineer's informed belief that the schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Engineer shall

not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

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

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

1.7.6 The Engineer shall determine amounts owed to the Contractor based upon examinations of the Work as required in Subparagraph 1.7.4, 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.

1.7.7 The approval of a Request for Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an examination of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, the Contractor is entitled to payment of the amount certified.

1.7.8 The Engineer shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Engineer shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.7.9 The Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

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

1.7.11 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 generally in conformance with the design concept and information given through the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Owner should receive a copy of all approved shop drawings, product data, samples, etc.

1.7.12 The Engineer shall review, 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, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.7.13 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a list of items to be completed or corrected. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of substantial Completion, shall state the responsibilities of the Owner and the Contractor 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

Engineer for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

1.7.14 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in full accordance with the Construction Contract and the Construction Contract has been fully performed, the Engineer will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to the Construction Contract. If the Engineer 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.

1.7.15 The Engineer shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Engineers work product.

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

## **1.8 ADDITIONAL SERVICES**

The following services of the Engineer are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Engineer shall provide such services if authorized in writing by the Owner, and they shall be paid for by the Owner as provided hereinafter.

1.8.1 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.

1.8.2 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.

1.8.4 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 Engineer, either in whole or in part.

1.8.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

## **1.9 SERVICE SCHEDULE**

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

## **1.10 PERSONNEL**

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

**NAME**  
**Brian Hill**

**FUNCTION**  
**Senior Associate**

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

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

**Name**  
**Jeremy Millich**

**Work Telephone**  
**256-427-5236/ 256-836-9714**

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

## ARTICLE II THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN COMPENSATION

**2.1** The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including 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 Engineer requiring the Owner's decision, and shall 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 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 Engineer.

**2.5** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

**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 Engineer.

**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 Engineer's services and of the Work.

**2.8** 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 construction program and 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 III CONSTRUCTION COSTS

**3.1** If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction costs. In the case of (4) the Engineer, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitations on construction cost. Absent clear and convincing negligence on the part of the Engineer in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Engineer's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Engineer shall be entitled to compensation for all other services performed, in accordance with the Agreement.

## ARTICLE IV BASIS OF COMPENSATION

**4.1** The Owner shall compensate the Engineer for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the not- to- exceed amount of **Thirty Three Thousand Six Hundred Fifty Dollars and 00/100s (\$33,650.00)** with a reimbursable amount of **Fifteen Thousand Dollars and 00/100s (\$15,000.00)**. This includes the cost of addenda related to the bidding of this project.

**4.2** Payment to the Engineer of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Schematic Design:	10%
Design Development:	10%
Construction Documents:	45%
Bidding:	5%
Construction Administration:	30%

Additional services of the Engineer as described in Paragraph 1.8, if any, shall be compensated as follows:  
Compensation for such services shall be computed on an hourly basis in accordance with Exhibit "A" attached herewith.  
Additional Services of consultants, if any, shall be compensated on the basis of multiple of one point two (1.2) times the amounts billed to the Engineer for such service.

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

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

## ARTICLE V PAYMENT TO THE ENGINEER

### **5.1 ENGINEER'S INVOICES**

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

5.1.2 If payment is requested for services rendered by the Engineer pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer the payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment and reimbursement shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

### **5.2 TIME FOR PAYMENT**

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

### **5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

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

### **5.4 REIMBURSABLE EXPENSES**

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

### **5.5 ENGINEER'S RECORDS**

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

## ARTICLE VI TERMINATION

### **6.1      TERMINATION FOR CAUSE**

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

### **6.2      TERMINATION BY THE OWNER WITHOUT CAUSE**

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

## ARTICLE VII MISCELLANEOUS PROVISIONS

### **7.1      GOVERNING LAW**

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

### **7.2      INTENT AND INTERPRETATION**

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

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

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

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

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

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

### **7.3      TIME IS OF THE ESSENCE**

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

### **7.4      USE AND OWNERSHIP OF DOCUMENTS**

7.4.1      The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval



of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability, costs, claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, such reuse by the Owner; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

## **7.5 SUCCESSORS AND ASSIGNS**

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

## **7.6 NO THIRD-PARTY BENEFICIARIES**

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

## **7.7 INSURANCE**

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

### **A. MINIMUM SCOPE OF INSURANCE:**

#### **1. General Liability:**

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

##### **Commercial General Liability**

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

#### **2. Professional Liability:**

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

#### **3. Automobile Liability:**

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

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

**5. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 2,000,000 Personal & Advertising Injury  
\$ 2,000,000 Each Occurrence

**2. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 100,000 Per Claim - Land Surveyors  
\$ 250,000 Per Claim - Other Professionals

**3. Automobile Liability:**

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.

**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease  
\$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's Only:**

- a.** 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 Engineer for products used by and completed operations of Engineer; or automobiles owned, leased, hired or borrowed by Engineer. Additional insured status shall be through ISO Additional Endorsement CG 20 10

11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

- b. Engineer's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Engineer's insurance and shall not contribute to it.
- c. Engineer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. Engineer is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than A-V.

**E. VERIFICATION OF COVERAGE:**

The Owner shall be indicated as a Certificate Holder and the Engineer shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The Engineer shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

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

The Engineer, to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Engineer or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

The Engineer shall indemnify and hold harmless the Owner, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but

not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of the Engineer or any subconsultants employed by them or anyone employed by them or anyone for whose acts they are legally liable in the performance of the professional services under this agreement.

## ARTICLE VIII OTHER CONDITIONS OR SERVICES

8.1 N/A

### **8.2 ENTIRE AGREEMENT**

8.2.1 This Agreement represents the entire agreement between the Owner and the Engineer and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

**ENGINEER**

**OWNER**

**SEAL**

**SEAL**

**Brian Hill**

**By:**

**Tommy Battle**

**By:**

\_\_\_\_\_  
**(SIGNATURE)**

**Brian Hill  
Wiss, Janney, Elstner Associates, Inc.  
2055 Sugarloaf Circle, Suite 250  
Duluth, Georgia 30097**

\_\_\_\_\_  
**(SIGNATURE)**

**Tommy Battle, Mayor  
City of Huntsville  
308 Fountain Circle  
Huntsville, AL 35801**

\_\_\_\_\_  
**(DATE OF EXECUTION)**

\_\_\_\_\_  
**(DATE OF EXECUTION)**

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



Wiss, Janney, Elstner Associates, Inc.  
2055 Sugarloaf Circle, Suite 250  
Duluth, Georgia 30097  
770.923.9822 tel  
www.wje.com

October 20, 2023

## EXHIBIT A

Mr. Ricky Wilkinson  
Director - General Services  
City of Huntsville  
308 Fountain Circle  
Huntsville, Alabama 35801

### Clinton Avenue Parking Deck

Proposal for Repair Design Services  
WJE No. 2023.3756.1

Dear Mr. Wilkinson:

At your request, Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared the following proposal for repair design services related to the Clinton Avenue Parking Deck, located at 116 Clinton Avenue SE in Huntsville, Alabama. In June 2023, WJE performed a limited visual condition assessment of the subject parking structure. A summary of the conditions observed, along with general recommendations for repair and maintenance of the parking structure, were provided in our summary report issued July 14, 2023. Now, it has been requested that WJE prepare formal repair documents for selected observed conditions of deterioration and distress. This proposal outlines a recommended scope of engineering services to prepare the requested repair documents.

### Summary of Repairs

Repair recommendations for the parking structure were presented in our July 2023 report. Recommendations were generally categorized in terms of priority, with repairs designated as either "Critical" (recommended for repair within twelve months), "Near-term" (recommended for repair within five years), or "Long-term" (recommended for repair within ten years). Conditions were also categorized as "Safety", "Structural", and "Maintenance" items, with Safety and Structural items generally falling under the "Critical" repair priority, and Maintenance items generally falling under the "Near-term" or "Long-term" priorities.

Based on discussions with you, we understand that the following Critical and Near-term conditions from the WJE report are tentatively planned for repair in 2024:

- SF1: Overhead spalls
- STR1: Overhead spall at Level 5
- STR2: Corrosion of steel framing
- MT1: Failed concrete repairs
- MT2: Spalled concrete at top of slabs
- MT3: Slab cracking

■ MT5: Expansion joints

The following proposed scope of repair design services includes the items listed above. Additional Maintenance Items categorized as "Long-term" items in the July 2023 report are anticipated to be addressed at a later time and are not included in the current scope of repair design. We understand that other items summarized in the report, including *MT7: Blocked drains* and *STR3: Impact-damaged guardrail assemblies*, either have been or will be addressed by on-staff maintenance for the City separately from the proposed repair scope.

Though not discussed in the WJE report, we understand that the City is also exploring installation of a traffic-bearing membrane on the top floor of the parking structure as a preventative maintenance measure. As such, specifications and detailing for a new traffic coating will be included in the proposed repair scope for inclusion as a repair alternate.

## Scope of Services

### Task 1 - Supplemental Field Assessment

The original condition assessment of the parking structure included a walkthrough visual inspection to identify various types of conditions for repair. Rough quantities of conditions were estimated based on the limited assessment; however, precise locations and dimensions for all instances of like conditions were not documented.

To confirm the locations of conditions to be repaired, and to collect necessary geometric and as-built construction information for affected elements to be repaired, WJE will perform a supplemental field assessment. Limited non-destructive evaluation utilizing chain drag techniques and hammer sounding will be performed to evaluate the extents of near-surface concrete deterioration for repair.

### Task 2 - Repair Design and Production of Repair Documents

Following the supplemental field assessment, WJE will design the recommended repairs and will prepare a set of engineered repair drawings and technical specifications, as needed, to issue for competitive bid. The repair drawings will be prepared in AutoCad on 18x24 or larger sheets, and will identify plan locations for the recommended repairs, include details of the individual repairs and/or retrofits, and specify repair materials and procedures, where applicable. The drawing set will include a Project Information Sheet with general notes and material specifications, a series of floor plans, and a series of repair detail sheets. An itemized bid form with estimated quantities for repair will be prepared for use in contractor selection. Final repair documents will be signed and sealed by a licensed engineer in the State of Alabama.

### Task 3 - Bid Period Services

Following issue of the repair documents, we anticipate that the City will distribute the documents through their standard bid acquisition process for competitive bid. As part of the bid process, WJE anticipates attending an on-site pre-bid meeting to review the scope of repair with prospective repair contractors. Following the meeting, WJE will assist the City in answering contractor questions and responding to requests for information during the bid period, as required.



### Optional Future Services

Following contractor selection, WJE is also prepared to offer construction administration services upon request. Potential construction administration tasks include conduct of a pre-construction meeting; review of contractor submittals; periodic site visits to review mock-ups and other repair work in progress; the production of site visit reports summarizing observations of the work performed; correspondence with the City and repair contractor; the review of contractor pay applications, subject to the number and frequency of site visits performed; and the review and response to contractor Requests for Information. WJE can prepare a proposal outlining the scope and budget for these services upon request following contractor selection and final determination of the project repair scope.

Table 1. Project Fees

Task Description	Fee
Task 1: Supplemental Field Assessment	\$6,850
Task 2a: Repair Design	\$8,550
Task 2b: Production of Repair Documents	\$13,650
Task 3: Bid Period Services	\$4,600
<b>Total</b>	<b>\$33,650</b>

Your authorization is needed before we can proceed with these services. Please indicate your authorization for WJE to proceed by signing below and returning a signed copy via email to [bhill@wje.com](mailto:bhill@wje.com).

We sincerely appreciate the opportunity to submit this proposal and look forward to continuing our work with you on this assignment. If you have any questions regarding the proposed scope of services, please do not hesitate to contact us.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Brian Hill, PE (GA)  
Senior Associate





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-933

---

**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC for HOME funds to construct affordable senior multi-family housing.

Resolution No.

**Finance Information:**

**Account Number:** 515520

**City Cost Amount:** \$ 0

**Total Cost:** \$ 0

**Special Circumstances:**

**Grant Funded:** \$ 420,000.00

**Grant Title - CFDA or granting Agency:** HOME - HUD

**Resolution #:** NA

**Location: (list below)**

**Address:** NA

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

**Additional Comments:** Agreement with Arbours at Moores Mill for the use of HOME funding.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

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**Resolution #:** NA

**Location: (list below)**

**Address:** NA

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

**Additional Comments:** Agreement with Arbours at Moores Mill for the use of HOME funding.

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

**WHEREAS**, the City of Huntsville, Alabama, received a grant under Title I of the Housing and Community Development Act of 1974, as amended, from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the City of Huntsville committed \$420,000.00 in HOME grant funds to Arbours at Moores Mill, LLC for the development of Arbours at Moores Mill contingent upon the following: 1) receipt by Arbours at Moores Mill, LLC of an allocation of tax credits from the Alabama Housing Finance Authority; and 2) approval by the Huntsville City Council of an Agreement between the City of Huntsville and Arbours at Moores Mill, LLC for HOME Investment Partnership funds; and

**WHEREAS**, Arbours at Moores Mill, LLC has secured the required allocation of tax credits from the Alabama Housing Finance Authority.

**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 the Agreement between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC, said Agreement being substantially similar in words and figures to that document identified as “Agreement between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC for HOME Investment Partnership (HOME) Funds,” consisting of one hundred (100) pages, including exhibit(s) A, B, C, D, E, F, G, H, I, and J with the signature of the Council President or President Pro Tem, and the date November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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

STATE OF ALABAMA     )

COUNTY OF MADISON     )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA  
AND ARBOURS AT MOORES MILL, LLC  
FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**THIS AGREEMENT** (this “Agreement”), entered into this 16th day of November, 2023, by and between the City of Huntsville, Alabama, a municipal corporation ("City"), and Arbours at Moores Mill, LLC ("Owner") to include any and all other parties (public and private) associated with the project described herein;

**WHEREAS**, the City is the administrator of HOME Investment Partnership funds (“HOME” or “HOME funds”) granted by the U.S. Department of Housing and Urban Development (HUD) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (P.L. 101-625), as amended; and

**WHEREAS**, the City has received all approvals to utilize HOME Investment Partnership funds to assist the Owner in the construction of an affordable senior housing apartment community, known as Arbours at Moores Mill;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**PART I**

**1. PURPOSE AND SCOPE OF SERVICES:**

- A. The Owner shall use HOME funds, provided by the City for the construction of Arbours at Moores Mill, an 80-unit multifamily property identified in Exhibit A located at 100 Marcus Byers Drive NE, Huntsville, Alabama (“the Project”).
- B. The Owner shall cause to provide affordable senior rental housing for a minimum period of twenty (20) years from the time when four (4) units of the property’s eighty (80) units will be HOME assisted and occupied by eligible occupants during the "Affordability Monitoring Period". The units will be designated as “floating” units. Floating units are changed to maintain conformity with the requirements during the period of affordability so that the total number of housing units remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME-assisted unit.

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President of City Council of the  
City of Huntsville, Alabama  
Date: November 16, 2023

From the date of commencement of the Affordability Monitoring Period until its expiration, the four (4) HOME units will be leased to households 62 years and older earning 50% or less of area median income in accordance with occupancy and rent restrictions, a copy of which is attached hereto as Exhibit F. The Owner shall designate in writing to the City's Community Development Director which HOME units are designated low rent and which are designated high rent upon commencement of the Affordability Monitoring Period. Owner shall notify the Community Development Director within 2 weeks of any change in floating HOME unit location. Owner shall provide biannual rent roll of HOME units to the Community Development Director at commencement of the Affordability Monitoring Period until its expiration. Award information is summarized in Exhibit G. According to HOME regulations, rental housing assisted with HOME Investment Partnership funds shall have a deed restriction placed upon it, requiring adherence to the occupancy and rent restrictions of 24 CFR 92.252, with the effective term of said instrument in accordance with 24 CFR 92.252(a)(5).

- C. Development of any architectural designs for the Project shall be the responsibility of the Owner.
- D. The City shall provide technical assistance to the Owner concerning compliance with the terms of this Agreement. The Owner shall be responsible for all sub-contractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the City.
- E. The Project shall be completed in compliance with all applicable state and local building codes; and upon completion, shall be operated in compliance with all applicable state and local codes and ordinances. The Owner agrees the facilities shall be used solely for the purpose of providing affordable senior rental housing as detailed in Part I.1.B of this Agreement.
- F. Owner will comply with NOTICE OF COMPLETION in accordance with Chapter 1, Title 39, Code of Alabama, 1975, if applicable.
- G. Owner and City shall enter into that certain Declaration of Land Use Restrictive Covenants for Huntsville, Alabama HOME Program dated November 16, 2023 (the "Declaration"), a copy of which is attached hereto as Exhibit E and incorporated herein, as said Declaration is affected by that certain HUD Rider to Restrictive Covenants by and between Owner and City attached thereto, a copy of which is attached hereto as Exhibit J and incorporated herein.
- H. The City shall subordinate its Promissory Note, Mortgage and Security Agreement, the Declaration, this Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with its loan to Owner relating to the Project to the liens, terms, covenants and conditions of Merchants Capital Corp.'s ("Senior Lender") Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (Alabama) in an amount not to exceed Six Million One Hundred Ten Thousand And NO/Dollars (\$6,110,000.00) and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered

in connection with Senior Lender's loan to Owner, as outlined in the Subordination Agreement, a copy of which is attached hereto as Exhibit H and incorporated herein.

2. **TIME OF PERFORMANCE:**

The Owner shall perform according to the following schedule:

	<u>Deadline</u>
1. Execute Contract for Project	November 16, 2023
2. Pre-Construction Conference	Within 30 days of closing
3. Project Start Date	December 31, 2023
4. Project Completion Date	December 1, 2025
5. Lease-Up	April 1, 2026
6. Affordability Monitoring Period	20 years, or, if longer, until the Mortgage is paid off

This schedule is subject to change by mutual agreement of both parties in writing.

3. **PROJECT BUDGET:**

- A. The total Development Budget for the Project is estimated to be \$27,320,399.00, a copy of which is attached hereto as Exhibit B and incorporated herein.
- B. Eligible costs associated with this agreement will include hard construction costs, architectural design, engineering, legal and appraisal fees, and environmental review. Pre-development expenses must be incurred no more than 6 months prior to execution of this contract.

4. **COMPENSATION AND METHOD OF PAYMENT:**

The City shall pay and the Owner agrees to accept in full \$420,000.00 (Four Hundred Twenty Thousand dollars and NO/100) (the "Loan") 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 within thirty (30) days for eligible expenses actually incurred by the Owner, and not to exceed actual cash requirements. The Disbursement Agreement, a copy of which is attached hereto as Exhibit I and incorporated herein, outlines the orderly administration of the disbursement of the proceeds from the Project's sources of funds.
- B. By entering into this agreement, the City confirms that the project covered by this agreement has been approved for HUD funding and the City has received the Release of Funds from HUD. The funds provided by the City may be HUD HOME Investment Partnership funds or HOME Match funds and HUD 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 Owner.

- C. Funds provided to the Owner shall be expended within 10 business days from the date of disbursement to the Owner by the City. Any funds not disbursed by Owner in the aforementioned time period shall be returned to the City and will be deposited in the U.S. Treasury, HOME Investment Partnership Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or the City of less than one hundred dollars (\$100.00) per year may be retained by the Owner and used for Project expenses. Any interest in excess of one hundred dollars (\$100.00) per year shall be remitted promptly to the City.
- D. Payments of principal and interest shall be structured as a 40-year subordinate loan at 2% interest payable annually from surplus cash flow according to the terms of the promissory note substantially in the form, a copy of which is attached hereto as Exhibit C and secured by a mortgage substantially in the form, a copy of which is attached hereto as Exhibit D. The terms of the Promissory Note are that the first payment of the lesser of **\$25,685.82** or 50% of surplus cash flow shall be due the beginning of the first quarter 12 months after the Project is placed in service. Future annual payments of the lesser of **\$25,685.82** or 50% of surplus cash flow will be due annually from the date of the first payment until all deferred developers fee is paid. Upon final payment of deferred developers fee, the annual payment will be the lesser of \$25,685.82 or 75% of the surplus cash flow until the loan matures. In the case of a sale or refinancing prior to the expiration an amount equal to the full loan shall be repaid to the City unless the City, at the City's sole discretion, elects to continue this Agreement with the new Owner and the property continues to be subject to a legally enforceable retention agreement incorporating the HOME Investment Partnership income eligibility and affordability restrictions.

5. **TERMS AND CONDITIONS:**

- A. The Owner agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this contract. HOME regulations are published in 24 CFR Part 92.
- B. The City shall have no responsibility or liability for the maintenance, operation or program funding for the Owner.
- 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 Owner 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 Owner is an

independent contractor.

- D. During the period of this Agreement, effective as of the start of the Project, the Owner shall, at its own expense, procure and maintain all-risk property damage and liability insurance. For the term of this agreement, the Owner shall list the City as a loss payee 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 \$1,000,000 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 City within 30 days of the lapse of said policy.
- E. Until the expiration of the Affordability Monitoring Period, the Owner shall, in a manner satisfactory to the City, fulfill its stated purpose as outlined in Part I.1.B of this Agreement. HOME affordability requirements will expire twenty (20) years after the date that the final HOME assisted unit is occupied by an eligible resident or, if longer, until the Mortgage is paid off, unless legal action causes it to expire for cause prior to that date.
- F. The Owner shall not sell, assign or transfer any legal or equitable interest in the property at any time prior to the expiration of the Affordability Monitoring Period without written concurrence of the City. If, (1) the Owner does transfer without written concurrence of the City, the Owner shall pay to the City the outstanding balance of the loan relating to the property sold or, if (2) the Owner discontinues its program, then Owner shall pay to the City the outstanding balance of the loan then due.
- G. In the event the Owner discontinues the provision of affordable rental housing as funded under this Agreement prior to the expiration of the Affordability Monitoring Period or if the property has been disposed of, then the City will be reimbursed HOME funds from the current Owner in the amount of the outstanding principal balance at the time the rental housing first ceases to be affordable as defined in this Agreement.
- H. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including **the expiration of the Affordability Monitoring Period.**
- I. All housing assisted with HOME Investment Partnership funds shall be maintained in compliance with the property standards defined in 24 CFR 92.251, and any locally enforceable housing standards, laws and codes of the City.
- J. An Owner that receives HOME Investment Partnership funds for rental housing shall maintain records indicating that an annual inspection of the rental housing was performed and at a minimum the rental housing meets HUD Section 8 Housing



Quality Standards and all applicable local housing standards.

- K. All mixed income housing projects funded under the terms of this Agreement shall comply with the provisions of 24 CFR 92.255.
- L. All projects shall adhere to the project requirements found in Subpart F of 24 CFR Part 92, as applicable in with the type of project assisted.
- M. An Owner that receives HOME Investment Partnership funds for rental housing shall have a Tenant Participation Plan, approved by the City, in accordance with 24 CFR 92.303.

## **PART II**

### **1. PERFORMANCE AND REPORTING:**

- A. The Owner shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the City of Huntsville, Department of Community Development, P.O. Box 308, Huntsville, Alabama 35804. Notice by both Owner 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 Owner shall submit quarterly reports describing progress of the Project activities. This report will be due 10 (ten) days after the end of each quarter.
- C. An Owner that receives HOME Investment Partnership funds for rental housing shall maintain records of determination of each tenant income eligibility and eligibility as a family at the time the household(s) receive the assistance. The Owner shall reexamine family income, size and composition at least annually unless waived by mutual consent by the U.S. Department of Housing and Urban Development, the City of Huntsville and the Owner.
- D. The Owner shall submit annual reports (July 1 – June 30) by the first day of August of each contract year through the end of the Affordability Period. The annual report shall, at a minimum, include statistics relating to the number of households being assisted with HOME Investment Partnership funds, household size, racial characteristics, single head of household by gender, household income and a narrative of Project highlights.
- E. For projects with a HOME grant or loan of \$300,000 or more (including all funding sources), an audit report which discloses the expenditure of HOME Investment Partnership funds allocated for the Project, shall be submitted 6 months after the project is placed in service.
- F. No reporting requirements for City HOME funds shall extend beyond the final annual report that is due at the expiration of the Affordability Monitoring Period.

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. The Owner 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 Owner shall within three (3) business days of request make available to the City, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of the Owner's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. The Owner 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.

3. **ADMINISTRATIVE REQUIREMENTS:**

A. Financial Management

1. Accounting Standards

The Owner shall maintain Accounting Standards in accordance with the requirements 2 CFR PART 200 – “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. Copies of said regulations are provided and by execution of this Agreement, the Owner acknowledges their receipt.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Owner shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- c) Records documenting compliance with the fair housing and equal opportunity components of the HOME program; and
- d) Financial records as required by 2 CFR PART 200, as appropriate.

The Owner 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.

2. National Objectives and Eligibility

The Owner 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.

3. Compliance

In the event of termination for cause as provided in paragraph 13 or termination for convenience as provided in paragraph 14, a pro-rated portion of program assets (unexpended program income, property, equipment, etc.) attributable to the City's HOME investment shall revert to the City upon termination of this contract, as provided in Paragraph 13 or Paragraph 14 of this Agreement.

4. Procurement of Services and Materials

Throughout the construction period, the Owner shall procure services and materials in accordance with the requirements 2 CFR 200 – "UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS". Copies of said regulations are provided and by execution of this Agreement, the Owner acknowledges their receipt.

5. Amendments

The City or Owner 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. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Owner from its obligations under this Agreement.

4. **NON-DISCRIMINATION and AFFIRMATIVE MARKETING:**

No person shall be excluded from or denied the benefits of the Owner'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 Owner. The Owner shall comply with the affirmative marketing requirements set forth in 24 CFR 92.351.

5. **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.

6. **EQUAL EMPLOYMENT OPPORTUNITY and FAIR HOUSING:**

The Owner 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 Owner shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements. The Owner certifies that it will comply with all applicable regulations of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR part 100. In addition, Owner shall comply with all provisions of 24 CFR 92.350.

7. **SECTION 3:**

Any contract of \$200,000 or greater entered into by the Owner shall adhere to the following Section 3 requirements and provide reports as required by HUD. The Owner agrees to comply with Section 3 requirements, the requirements under 24 CFR 92.350, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

*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 be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*

*Section 3 applies to recipients of more than \$200,000 from housing and community development programs and all contractors or subcontractors that receive covered contracts in excess of \$100,000 for housing construction, rehabilitation, or other public construction.*

*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.*

*The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

*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.*

*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.*

*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.*

8. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:**

The Owner 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.

9. **LABOR:**

New construction and rehabilitation projects funded under the HOME Investment Partnership program that contain more than 11 (eleven) HOME-assisted units shall comply with the labor provisions outlined in 24 CFR 92.354. The Owner agrees to adhere to said provisions and will not use suspended or debarred contractors and will abide by 24 CFR 92.357. The Owner shall be responsible for compliance with all requirements of Davis Bacon Act.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

The Owner shall comply with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Alabama.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

The Owner 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.

12. **BUILD AMERICA, BUY AMERICA:**

The Owner must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended,

if applicable to the Owner's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If the Owner fails to materially fulfill its obligations under this Agreement in a timely and proper manner, or if the Owner violates any of the terms, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Owner 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 unless the default or violation is of a nature that it cannot be cured within thirty (30) days in which event Owner shall be provided additional time to cure so long as Owner initiated its efforts to cure such default within said thirty (30) day time period and diligently pursues such cure to completion. 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 Owner shall promptly repay to the City the full loan amount or that portion of the amounts that have been disbursed to the Owner prior to such termination. Owner's investor member shall be sent a copy of all notices sent to Owner at the following address:

Wells Fargo Bank, National Association  
550 S. Tryon Street  
23<sup>rd</sup> Floor, MAC D1086-239  
Charlotte, NC 28202-4200  
Attention: Director of Tax Credit Asset Management  
Email: Bina.M.Galal@wellsfargo.com  
Email: Michael.Loose@wellsfargo.com

with a copy to:

Canon Heyman & Weiss, LLP  
726 Exchange Street, Suite 500  
Buffalo, NY 14210  
Attn: Constance C. Giessert, Esq.  
Email: cgiessert@chwattys.com

Owner's investor member may cure any default hereunder on behalf of Owner and such cure shall be accepted as if made by Owner; provided, however, that nothing herein shall obligate the investor member to provide such cure.

14. **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 Owner 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 Owner shall promptly repay to the City the full grant and/or loan amount or that portion of the amount which has been disbursed to the Owner prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom.
- B. No member of the governing body of the City, no officer, employee, official or agent of the City, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Contract.
- C. No federal funds appropriated under this contract shall be paid, by or on behalf of the Owner, 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.
- D. 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 Owner shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. The Owner shall require that the language of this certification be included in the award documents for all sub-Developers and that all sub-Developers shall certify and disclose accordingly.
- F. The Owner agrees to comply with the provisions of 24 CFR 92.356.

16. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as HOME funded. In addition, the Owner will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

17. **ASSIGNABILITY:**

The Owner 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.

18. **HOLD HARMLESS PROVISION:**

The Owner 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 Owner's employees or agents during the performance of this Agreement.

19. **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.

20. **LIMITATIONS OF CITY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The City shall not be liable to the Owner, 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 Owner, 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 Owner's involvement with the City.

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 WHEREOF**, the Parties hereto have executed this Agreement on this  
16th day of November 2023.

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk  
City of Huntsville, Alabama



**ARBOURS AT MOORES MILL, LLC**  
an Alabama limited liability company

By: Moores Mill MM, LLC  
an Alabama limited liability company  
its Managing Member

By: \_\_\_\_\_  
Samuel T. Johnston,  
Authorized Member

ATTEST:

By: \_\_\_\_\_  
Moores Mill MM, LLC

**EXHIBIT A**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Legal Description HOME Assisted Property**

Lot 1A, Arbours at Moores Mill, according to the plat thereof recorded in Plat File # 2021-19664, of the record in the Office of the Judge of Probate, Madison County, Alabama.

PIN: 152525

PARCEL: 13-03-08-0-001-016.001

**EXHIBIT B**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Development Budget**

<b>SOURCES</b>	
Merchants d4	\$6,110,000
HOME Permanent Loan	\$420,000
UB Soft Loan	\$250,000
TAX CREDIT EQUITY	\$20,013,699
Deferred Developer Fee	\$526,700
<b>Total Sources</b>	<b>\$27,320,399</b>

<b>USES</b>	
Construction Cost	\$17,439,874
Payment and Performance Bond	\$129,072
Land Cost	\$816,958
Permitting and Tap fees	\$451,898
Interest During Construction	\$1,470,254
AHFA Compliance Fee	\$60,000
Eng. & Architect	\$596,000
Builders Risk	\$181,500
Taxes During Construction	\$20,000
Legal and Organization	\$175,000
Other (Clubhouse, Marketing, etc.)	\$218,600
Title and Recording	\$119,016
Syndication Fee and Org/Inspection	\$40,000
Operating/Replacement Reserve	\$450,077
Loan Fees	\$431,014
AHFA Cost	\$35,617
Builders Profit and Overhead	\$1,283,411
Contingency	\$936,483
Developers Fee	\$2,465,625
<b>TOTAL USES</b>	<b>\$27,320,399</b>

**EXHIBIT C**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Promissory Note**

## PROMISSORY NOTE

FOR VALUE RECEIVED, Arbours at Moores Mill, LLC, an Alabama limited liability company (hereinafter “Promisor”) promises to pay to the order of THE CITY OF HUNTSVILLE, ALABAMA, an Alabama municipal corporation, acting by and through the Department of Community Development, its successors and assigns (hereinafter “Holder”), the sum of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00), or so much thereof as may be advanced and outstanding hereunder (the “Loan”), payable to the Holder at P.O. Box 308, Huntsville, Alabama, or at such other place as Holder may from time to time designate, in the manner hereinafter set forth. Interest on the Loan shall accrue at the rate of two percent (2.0%) per annum on the unpaid balance for the 40-year term of the Loan. The first payment of the lesser of \$25,685.82 or 50% of surplus cash flow shall be due the beginning of the first quarter 12 months after the Project is placed in service. Future annual payments of the lesser of \$25,685.82 or 50% of surplus cash flow will be due annually from the date of the first payment until all deferred developers fee is paid. Upon final payment of deferred developers fee, the annual payment will be the lesser of \$25,685.82 or 75% of the surplus cash flow until the loan matures.

This Note is payable on **DEMAND** in the event, but only in the event of a default under any of the Loan Documents, giving consideration to any grace or cure period that may be expressly provided for therein; otherwise, this Promissory Note is payable in full forty (40) years after the date of the Project is placed in service (the “Maturity Date”).

After payments in accordance with the terms previously set forth herein, all remaining sums outstanding shall be due and payable in full on the “Maturity Date”.

### NONRECOURSE TO MAKER

(a) Except as otherwise provided below, notwithstanding anything to the contrary in this Note, in any action brought to enforce the obligations of the Promisor under this Note or any other instrument or agreement evidencing, securing or relating to the indebtedness evidenced by this Note (collectively the “Loan Documents”), the judgment or decree shall be enforceable against the Promisor only to the extent of its interests in any collateral security for the payment of the Note, and Holder shall not seek any deficiency judgment against the Promisor. The foregoing provisions shall not prevent recourse to the collateral security for the Loan or constitute a waiver, release or discharge of, or otherwise affect the obligation to pay any indebtedness evidenced by the Loan Documents or limit the right of any person to name the Promisor or any other person claiming an interest in or right to such collateral as party defendant in any action or suit for judicial foreclosure or in the exercise of any other remedy, including injunctive or other equitable relief, under any of the Loan Documents so long as no deficiency judgment shall be sought against the Promisor and/or any such other person.

(b) Notwithstanding the foregoing, Promisor shall, however, indemnify, defend, protect and hold Holder harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense (including, without limitation, reasonable attorney’s fees and expenses) incurred by Holder as a result of any (i) fraud or material misrepresentation under or in connection with the loan or any loan document; (ii) intentional bad faith waste of the real property more particularly described in the Mortgage; (iii) losses resulting from Promisor’s failure to maintain insurance as required under the mortgage executed same day herewith (the “Mortgage”); and (iv) application of any rents, security deposits, insurance proceeds, condemnation awards or any other proceeds derived from the collateral security in a manner prohibited by the Loan Documents.

Promisor reserves the right to prepay this debt at any time, in whole or in part without payment of penalty, premium or fee. All payments made by Promisor shall be applied first to principal prior to application of payments to interest or other charges incurred.

In the event the undersigned shall fail to pay any sum herein required to be paid when due and if such failure be subsisting on the date the next installment payment under this Note becomes due and payable, the unpaid principal

amount of this note, together with accrued interest, shall become immediately due and payable, at the option of the Holder, without notice to the undersigned. Failure of the Holder to exercise such option shall not constitute a waiver of such default.

If any scheduled payment is in default more than ten (10) days, the undersigned shall pay to the Holder a late charge not to exceed five percent (5.0%) per annum of the amount of such scheduled monthly payment in default. If said Note be reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

Demand, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

As long as HUD is the insurer or holder of the Senior Note (as such term and other capitalized terms are defined in the form Subordination Agreement, HUD-92420M) on FHA Project No. 062-35817 (the “**Project**”), the following provisions (“**HUD Provisions**”) shall be in full force and effect:

- (a) any payments due under this Note shall be payable only (i) from permissible distributions from **Surplus** Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Promisor cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Promisor to pay the indebtedness evidenced by this Note;
- (b) no prepayment of this Note shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.
- (c) this Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;
- (d) interest on this Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument;
- (e) Promisor hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note;
- (f) the terms and provisions of this Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Note may not be modified or amended without the written consent of HUD; and
- (g) in the event of any conflict between the terms of this Note and the HUD Provisions, the terms of the HUD Provisions shall control.”

The terms and conditions of that certain agreement between the City of Huntsville and Arbours at Moores Mill, LLC, dated November 16, 2023 and adopted and approved by the City Council of the City of Huntsville pursuant to Resolution No. 23-\_\_\_\_\_ are incorporated herein as fully and to the same extent as though fully set forth therein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Promisor:

Arbours at Moores Mill, LLC,  
an Alabama limited liability company

By: Moores Mill MM, LLC  
an Alabama limited liability company  
Its Managing Member

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Moores Mill MM, LLC, an Alabama limited liability company, which is the Managing Member of Arbours at Moores Mill, LLC is signed to the foregoing promissory note, and who is known to me, acknowledged before me on this day that, being informed of the contents of such promissory note, he as such officer and with full authority to act on behalf of said entity, executed the same voluntarily for and as the act of said entity in its capacity as the \_\_\_\_\_ of Moores Mill MM, LLC, an Alabama limited liability company, which is the Managing Member of Arbours at Moores Mill, LLC, an Alabama limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT D**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Mortgage and Security Agreement**



## MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE is made on this the 16th day of November, 2023, between **ARBOURS AT MOORES MILL, LLC, an Alabama limited liability company** whose address is 242 Inverness Center Drive, Birmingham, Alabama (Referred to as “Mortgagor”) and **THE CITY OF HUNTSVILLE, ALABAMA**, an Alabama municipal corporation, acting by and through the Department of Community Development, P.O. Box 308, Huntsville, Alabama 35804 (referred to as “Mortgagee”).

### Recitals

The Mortgagor has executed and delivered to the Mortgagee a Promissory Note in the amount of Four Hundred Twenty Thousand and No/100 Dollars **(\$420,000.00)** (“Note”), in which the Mortgagor promises to pay to the Mortgagee said sums, in lawful money of the United States, advanced or to be advanced by the Mortgagee to the Mortgagor, with interest on the principal sum at the rate and times, in the manner, and according to the terms and conditions specified in the Note. The \$420,000.00 lent to the Mortgagee under the Note, or such sums that may be advanced from time to time under the Note, shall be referred to as the “Loan” and any outstanding balances, including fees and expenses, may be referred to as “Indebtedness.” This Mortgage also secures the Mortgagor’s obligations under the “Declaration of Land Use Restrictive Covenants for Huntsville, Alabama HOME Program” (the “HOME Covenants”), which is attached as Exhibit E to the Agreement Between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC, for HOME Investment Partnership (HOME) Funds dated as of November 16, 2023, (the “HOME Agreement”), as affected by that certain HUD Rider to Restrictive Covenants attached thereto, which is attached as Exhibit J to the HOME Agreement, which terms and obligations are hereby incorporated into this Mortgage. **The total principal indebtedness secured shall not exceed the face amount of this Mortgage.**

NOW, THEREFORE, in consideration of the indebtedness, as security for payment to the Mortgagee of the principal and any interest, as well as all other sums provided for in the Note and in this Mortgage, in accordance with their respective terms and conditions, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained in this Mortgage, the HOME Covenants, and in the Note (which, along with all other documents or instruments relating to the Loan, shall be referred to collectively as the “Loan Documents”), the Mortgagor grants, conveys, and mortgages to the Mortgagee all the real estate described in Exhibit “A” attached to and made a part of this Mortgage;

TOGETHER WITH the following, which shall be referred to collectively with the real estate described in Exhibit “A” as the “Mortgaged Property”:

- (1) Any and all buildings and improvements erected or subsequently erected on the property (the “Improvements”);
- (2) Any and all fixtures, appliances, machinery, equipment, and other articles of personal property at any time installed in, attached to, or situated in or on the real estate or the buildings and improvements to be erected on the real estate, or to be used or intended to be used in connection with the real estate or in the operation of the buildings, improvements, plant, business, or dwelling on the real estate, whether or not the personal property is or shall be affixed to the real estate;
- (3) All building materials, fixtures, building machinery, and building equipment delivered to the site of the real estate during the course of, or in connection with, construction of the buildings and improvements;
- (4) Any and all tenements, hereditaments, and appurtenances belonging or in any way pertaining to the real estate or any part of the real estate mortgaged or intended to be mortgaged under this Mortgage;

- (5) All streets, alleys, passages, ways, and water courses; all easements and covenants now existing or subsequently created for the benefit of the Mortgagor or any future Owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate; and all rights to enforce the maintenance of such accesses and rights;
- (6) All other rights, liberties, and privileges; all reversions, remainders, income, rents, issues, and profits arising from them; and all the estate, right, title, interest, property, possession, claim, and demand, at law or in equity, of the Mortgagor in and to the real estate or any part of it; and
- (7) The proceeds and replacements of any of the foregoing;

ALSO TOGETHER WITH any and all awards made to the present and subsequent Owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging by eminent domain of all or any part of the Mortgaged Property or any easement in the property. The Mortgagor assigns such awards to the Mortgagee, who is authorized to collect and receive the proceeds of any awards from the authorities, to give proper receipts and acquittances for those awards, and to apply them (after deduction of attorneys' fees and other costs incurred in connection with collecting the funds) toward the payment of the amount owing on account of this Mortgage and the accompanying Note, even though the amount owing may not then be due and payable. The Mortgagor agrees to make, execute, and deliver, on request, any and all assignments and other instruments sufficient for the purpose of assigning the awards to the Mortgagee, free, clear, and discharged of any and all encumbrances. The Mortgagor further agrees to give the Mortgagee immediate notice of the actual or threatened commencement of any proceedings in the nature of eminent domain affecting all or any part of the Mortgaged Property, and will deliver to the Mortgagee copies of any papers served on the Mortgagor in connection with any such proceedings. No settlement for the damages sustained shall be made by the Mortgagor without the Mortgagee's prior written approval. Approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD for its own use forever, the Mortgagee is granted, under this Mortgage, the interests and rights in the Mortgaged Property as described above; PROVIDED ALWAYS, and this Mortgage is executed on the express condition that, if the Mortgagor pays to the Mortgagee the principal sum of the Note, the interest, and all other sums that are secured by this Mortgage and that are payable by the Mortgagor to the Mortgagee, in accordance with the provisions of the Note and this Mortgage, at the times and in the manner specified, and without deduction, fraud, or delay, and if the Mortgagor performs and complies with all the agreements, conditions, covenants, provisions, and stipulations contained in this Mortgage and in the Note, and the HOME Covenants then this Mortgage and the estate granted by it shall cease and become null and void, except for the provisions which explicitly survive the satisfaction of this Mortgage, if any.

As part of the consideration for the indebtedness secured hereby and to protect the security of this Mortgage, THE MORTGAGOR COVENANTS and agrees as follows:

## ARTICLE I

### REPRESENTATIONS AND WARRANTIES OF MORTGAGOR

#### 1.01. Status of Collateral.

- (a) The Mortgagor has good and marketable fee simple title to the Mortgaged Property, free and clear of all liens, encumbrances, charges, and all other conditions except, those set forth in the Lender's Title Policy including, without limitation, mortgages in favor of (i) **Merchants Capital Corp.**, and (ii) **United Bank**, ad valorem taxes not yet due and payable, restrictions, reservations and easements of record as of the date hereof and any restrictive covenants associated with the low income housing tax credits allocated to the Mortgagor (the "Permitted Encumbrances").

(b) The Mortgaged Property is free from all defects which would materially interfere with the value of the Mortgaged Property and is constructed in compliance with all laws, ordinances, covenants, conditions, restrictions, and reservations including, without limitation, zoning ordinances affecting the Property.

(c) There are presently in effect all material licenses, certificates of occupancy and permits as may be required for the present and proposed operation and use of the Mortgaged Property.

(d) To the best of Mortgagor's knowledge after due inquiry, the Property and Improvements are zoned to permit the present and proposed operation and use thereof, or of a pre-existing non-conforming use which can be continued under the applicable zoning ordinance, and under such applicable zoning ordinance the Property and Improvements can be restored to their presently existing condition and use in the event of a casualty.

(e) To the best of Mortgagor's knowledge after due inquiry, no material structural defects or dangerous conditions exist with respect to any Improvements.

**1.02 Survival of Representations and Warranties.** Mortgagor covenants and agrees with Mortgagee that all representations and warranties of Mortgagor contained in the Loan Documents shall be true at the time of the execution of each of the Loan Documents, and shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto.

## **ARTICLE II COVENANTS OF MORTGAGOR**

**2.01. Payment and Performance.** The Mortgagor shall pay to the Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal, interest, and other sums, and shall perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage.

**2.02. Maintenance of Mortgaged Property.** The Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property. The Mortgagor shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property without the prior written consent of Mortgagee. The Mortgagor shall not permit the Mortgaged Property to become vacant, deserted, or unguarded, and shall maintain the Mortgaged Property in good condition and repair, with reasonable wear and tear excepted, making all repairs of every nature whenever necessary.

**2.03. Insurance.** The Mortgagor shall maintain such insurance as the Mortgagee may reasonably require and as set forth in any of the Loan Documents.

**2.04. Taxes and Other Charges.**

(a) The Mortgagor shall pay, when due and payable and before interest or penalties accrue, all taxes, assessments, water and sewer rents, and other charges or claims that may be assessed, levied, or filed at any time against the Mortgagor, against all or any part of the Mortgaged Property, or against the interest of the Mortgagee in the Mortgaged Property; or that, by any present or future law, may have priority over the indebtedness secured by this Mortgage either in lien or in distribution out of the proceeds of any judicial sale. The Mortgagor shall produce receipts for payment of these amounts to the Mortgagee not later than the payment dates.

(b) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in

force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Mortgagor immediately shall pay any increased taxes if allowed by law, and if Mortgagor fails to pay such additional taxes, or if Mortgagor is prohibited from paying such taxes, or if Mortgagee in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Mortgagee.

**2.05. Installments for Insurance, Taxes, and Other Charges.** Intentionally Omitted.

**2.06. Condemnation.**

(a) Mortgagor's Responsibilities: Proceedings. The Mortgagor, immediately upon obtaining knowledge thereof, shall notify the Mortgagee of any pending or threatened proceedings for the condemnation of any of the Mortgaged Property or of the exercise of any right of eminent domain with respect thereto, or any other pending or threatened proceedings arising out of injury or damage to any of the Mortgaged Property. The Mortgagee may participate in any such proceedings, and the Mortgagor from time to time shall execute and deliver to the Mortgagee all instruments requested by the Mortgagor to permit such participation. The Mortgagor shall, at the Mortgagor's expense, diligently prosecute any such proceedings, deliver to the Mortgagee copies of all papers served in connection therewith and consult and cooperate with the Mortgagee, its attorneys and agents, in carrying on and defending any such proceedings.

(b) Mortgagee's Rights to Proceeds. All proceeds of condemnation awards or proceeds of sale in lieu of condemnation, and all judgments, decrees and awards for injury or damage to the Mortgaged Property shall be paid to the Mortgagee (subject to the rights of superior lien holders). The Mortgagor authorizes the Mortgagee to collect and receive the same, to give receipts and acquittances therefor, and to appeal from any such judgment, decree or award. The Mortgagee shall not be liable for any failure to collect, or exercise diligence in the collection of, any of the same.

**2.07. Inspections.** The Mortgagee, and any persons authorized by the Mortgagee, shall have the right at any time, on reasonable notice to the Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

**2.08. Defaults and Right to Remedy.** The Mortgagee, at its option and without notice to the Mortgagor, shall have the right to make any payment or expenditure that the Mortgagor should have made, or that the Mortgagee deems advisable, to protect the security of this Mortgage or the Mortgaged Property, if the Mortgagor fails to pay taxes, assessments, water and sewer charges, other claims for which liens may be attached to the Mortgaged property (except in case of contest), or insurance premiums; fails to make necessary repairs; permits waste; or otherwise fails to comply with its obligations under this Mortgage, the Note, the HOME Covenants, or any other document executed in connection with this Mortgage. Any payment by the Mortgagee shall be without prejudice to any of the Mortgagee's rights or remedies under this Mortgage, at law, or in equity. All sums, as well as costs, advanced by the Mortgagee pursuant to this Mortgage, shall be due immediately from the Mortgagor to the Mortgagee, shall be secured by this Mortgage, and shall bear interest at two (2) percent annually in excess of the rate otherwise provided in the Note from the date of payment by the Mortgagee until the date of repayment.

**2.09. Sale, Lease or Transfer, Etc.**

(a) Real Property. Except for Permitted Encumbrances the Mortgagor shall not sell, assign, transfer, convey, lease with an option to purchase, exchange or otherwise dispose of, any of the Mortgaged Property or any interest therein; or subject any of the Mortgaged Property or any interest therein to any additional lien, either voluntarily or involuntarily without the Mortgagee's prior written consent.

(b) Equity Interest in Mortgagor. The Mortgagor (if a partnership or corporation) shall not be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any sale, pledge, encumbrance, contract to sell, assignment or other transfer of any equity interest in the Mortgagor, or any other transaction whereby the legal or beneficial Ownership of the Mortgagor is changed, including the sale of additional stock or other equity interests, the liquidation or dissolution of the Mortgagor, the merger or consolidation of the Mortgagor with any other person, or the participation by the Mortgagor in a statutory share exchange with any other person, shall be treated as a transfer of the Mortgaged Property for purposes of this Section. Notwithstanding the foregoing or anything to the contrary in the Loan Documents, none of the following shall be treated as a transfer for purposes of this Section or result in a default under the Loan Documents: (i) the pledge by the Managing Member of Mortgagor of its interest in Mortgagor to Wells Fargo Bank, N.A. in connection with the construction loan obtained by Mortgagor from Wells Fargo Bank, N.A., (ii) the transfer of the Investor Members' interest in the Mortgagor to another entity whether or not affiliated with or controlled by the current Investor Member, (iii) the removal of the Managing Member by the Investor Member and the replacement of such managing member, and (iv) the pledge by the Investor Member of Mortgagor of its interest in Mortgagor to Wells Fargo Bank, N.A. in connection with the construction loan obtained by Mortgagor from Wells Fargo Bank, N.A..

### ARTICLE III

#### DEFAULT AND REMEDIES

**3.01. Events of Default.** Any one or more of the following shall constitute an "Event of Default":

(a) The failure of the Mortgagor to pay an installment of principal or interest, or any other sum, on the date it is due under the Note or this Mortgage; provided, however, the Mortgagor shall give notice of such failure to the Limited Member of Mortgagor as provided below and allow the Investor Limited Member an additional thirty (30) days to make such payment. The Investor Member shall have the right, but no obligation, to make such payment.

(b) The Mortgagor's nonperformance of or noncompliance with any of the other agreements, conditions, covenants, provisions, or stipulations contained in the Note, in this Mortgage, the HOME Covenants, or in any other document executed in connection with this Mortgage but only if such nonperformance or noncompliance is not cured within thirty (30) days of Mortgagee's written notice to Mortgagor and its Investor Member.

(c) The entry of a decree or order for relief by a court that has jurisdiction of the Mortgaged Property in respect to the Mortgagor in an involuntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law; the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official for any substantial part of the Mortgagor's property; or the ordering of the winding-up or liquidation of the Mortgagor's affairs.

(d) The commencement by Mortgagor of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law; the consent by the Mortgagor to the appointment of, or the taking of possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official for any substantial part of the Mortgagor's property; the making by either the Mortgagor or any guarantor of any assignment for the benefit of creditors; or the failure of either the Mortgagor or a guarantor generally to pay its debts as they become due.

(e) The failure, within sixty (60) days after the entry of a final judgment for the payment of money that is rendered against the Mortgagor.

(f) In the event the Mortgagor herein sells, transfers or conveys the real estate described herein other than as allowed by any Loan Documents.

**3.02. Acceleration of Maturity.** If an Event of Default shall have occurred, then the entire balance of the Indebtedness (including but not limited to the Loan) secured hereby (or such parts as Mortgagee may elect) with interest accrued thereon (or such parts as Mortgagee may elect) shall, at the option of the Mortgagee, become due and payable without notice or demand, time being of the essence. Any omission on the part of the Mortgagee to exercise such option when entitled to do so shall not be considered as a waiver of such right.

**3.03. Right of Mortgagee to Enter and Take Possession.**

(a) If an Event of Default shall have occurred and be continuing, the Mortgagor, upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Mortgagee or its agents may enter and take and maintain possession of all the Mortgaged Property, together with all the documents, books, records, papers and accounts of the Mortgagor or then Owner of the Mortgaged Property relating thereto, and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking possession, the Mortgagee, as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, may hold, store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Mortgagee) and conduct the business thereof either personally or by its agents, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, presently and other property; (ii) insure or keep the Mortgaged Property (or any portion thereof selected by Mortgagee) insured; (iii) manage and operate the Mortgaged Property (or any portion thereof selected by Mortgagee) and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same, and to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be its best advantage; and the Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or an portion thereof selected by Mortgagee), including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other charges prior to this Mortgage as the Mortgagee may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Mortgagee, shall apply the remainder of the moneys so received by the Mortgagee, first to the payment of accrued interest under the Note; second to the payment of ad valorem taxes upon the property currently due; third to the payment of any other sums required to be paid by the Mortgagor under this Mortgage or under the other Loan Documents; fourth to the payment of overdue installments of principal on the Note; and the balance, if any, as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, the Mortgagee may, at its option, surrender possession of the Mortgaged Property to the Mortgagor, or to whomsoever shall be entitled to possession of the Mortgaged Property as a matter of law. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

**3.04. Receiver.**

(a) If an Event of Default shall have occurred and be continuing, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.

(b) The Mortgagor shall pay to Mortgagee upon demand all costs and expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 3.04; and all such expenses shall be secured by this Mortgage.

**3.05. Power of Sale.** At the option of said Mortgagee, this Mortgage may be foreclosed as now provided by law in case of past due Mortgages; and the Mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the county wherein said property is located, to sell the same in front of the courthouse door of the county wherein said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned over to the Mortgagor.

And the undersigned further agrees that said Mortgagee, its successors, or assigns, may bid at any sale had under the terms of this Mortgage, and purchase the Mortgaged Property, if the highest bidder therefor; and the undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee, its successors or assigns for the foreclosure of this Mortgage, either under the power of sale contained herein or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt herein secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the Mortgagee, or Owner of the debt and Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

**3.06. Remedies Cumulative.** No right, power, or remedy conferred upon or reserved to the Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, any of the other Loan Documents, or now or hereafter existing at law or in equity or by statute.

## **ARTICLE IV**

### **ADDITIONAL PROVISIONS**

**4.01. Notices.** All notices permitted or required under this Mortgage or the Note shall be in writing, and shall be personally delivered, or sent by registered or certified mail, postage prepaid, and addressed to the addressee, at the

address set forth above or at such other address as the addressee may designate in writing from time to time. A copy of any notice sent to Mortgagor shall also be sent to Mortgagor's Investor Member at:

Wells Fargo Bank, National Association  
550 S. Tryon Street  
23rd Floor, MAC D1086-239  
Charlotte, NC 28202-4200  
Attention: Director of Tax Credit Asset Management

Bina.M.Galal@wellsfargo.com  
Michael.Loose@wellsfargo.com

**4.02. Amendment.** This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

**4.03. Parties Bound.** This Mortgage shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. For purposes of this Mortgage, as well as the other Loan Documents, the neuter gender shall include the masculine and the feminine, the singular shall include the plural, and the plural shall include the singular, as the context may require.

**4.04. Interest Rate.** Notwithstanding any provision contained in this Mortgage or in the Note, the Mortgagor's liability for interest shall not exceed the limits now imposed by the applicable usury law. If any clause in the Note or this Mortgage requires interest payments in excess of the highest rate permitted by the applicable usury law, the clause in question shall be deemed to require payment at the highest interest rate allowed by the applicable usury law.

**4.05. Captions.** The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction, or effect.

**4.06. Financial Statements.** As long as the debt secured by this Mortgage remains unpaid in whole or in part, the Mortgagor covenants to furnish each year to the Mortgagee such financial statements as required by the agreement entitled "Agreement between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC for HOME Investment Partnership Funds."

**4.07. Waiver.** The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any waiver option to declare the maturity of any debt secured by this Mortgage shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default.

**4.08. Invalid Provisions to Affect No Others.** In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, or in any of the other Loan Documents shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note and in the other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

**4.09. Conflict in Loan Documents.** In the event of conflict in the terms of any provision in this Mortgage, the Note, or any of the other Loan Documents, the terms of the provision most favorable to the Mortgagee shall apply.

**4.10. Loan Documents.** Wherever reference is made herein to this Mortgage, the Note, or the other Loan Documents, such reference shall include all renewals, extensions, modifications and refinancing's thereof.

**4.11. Definitions.** Any capitalized term not defined in the Mortgage shall be assigned the meaning defined elsewhere in the Loan Documents.

**4.12. Future Advances, Revolving and Open-End Loans, and Other Debts.** It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances and any and all Other



Indebtedness, being defined as any and all obligations and liabilities, direct or contingent, of the Mortgagor to the Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancing of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable loan instruments, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

IN TESTIMONY WHEREOF, Mortgagor has caused this instrument to be executed on its behalf by its duly authorized officers on the day and year first above written.

**4.13** The terms and conditions of that certain agreement between the City of Huntsville and Arbours at Moores Mill, LLC, dated \_\_\_\_\_ and adopted and approved by the Huntsville City Council pursuant to Resolution No. 23-\_\_\_\_\_ are incorporated herein as fully and to the same extent as though fully set forth therein  
MORTGAGOR:

Mortgagor:

Arbours at Moores Mill, LLC,  
an Alabama limited liability company

By: Moores Mill MM, LLC  
an Alabama limited liability company  
Its Managing Member

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ALABAMA )

COUNTY OF MADISON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Moores Mill MM, LLC, an Alabama limited liability company, which is the Managing Member of Arbours at Moores Mill, LLC is signed to the foregoing promissory note, and who is known to me, acknowledged before me on this day that, being informed of the contents of such promissory note, he as such officer and with full authority to act on behalf of said entity, executed the same voluntarily for and as the act of said entity in its capacity as the \_\_\_\_\_ of Moores Mill MM, LLC, an Alabama limited liability company, which is the Managing Member of Arbours at Moores Mill, LLC, an Alabama limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**EXHIBIT A  
TO MORTGAGE AND SECURITY AGREEMENT**

**Legal Description**

Lot 1A, Arbours at Moores Mill, according to the plat thereof recorded in Plat File # 2021-19664, of the record in the Office of the Judge of Probate, Madison County, Alabama.

PIN: 152525

PARCEL: 13-03-08-0-001-016.001

**EXHIBIT E**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Declaration of Land Use Restrictive Covenants  
for Huntsville, Alabama HOME Program**

STATE OF ALABAMA     )

COUNTY OF MADISON    )

DECLARATION OF LAND USE RESTRICTIVE COVENANTS  
FOR HUNTSVILLE, ALABAMA HOME PROGRAM

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS FOR HUNTSVILLE, ALABAMA HOME PROGRAM, dated as of November 16, 2023, by and between Arbours at Moores Mill, LLC, an Alabama limited liability company (“Owner”) and City of Huntsville, Alabama, a municipal corporation (“City”). Certain capitalized terms are defined in Section 1 of this Declaration.

WITNESSETH:

WHEREAS, the OWNER is or shall be the OWNER of the Project, an affordable multi-family development located or to be located on lands in the City of Huntsville, Alabama, County of Madison, State of Alabama, more particularly described in Exhibit A hereto, known as or to be known as Arbours at Moores Mill and

WHEREAS, the OWNER has represented to City in the Application that OWNER shall lease the Units in the Project to Low-Income Tenants as indicated in Section 4 of this Declaration; and

WHEREAS, the OWNER agrees to maintain the HOME Program rent and income restrictions for the Affordability Period; and

WHEREAS, the HOME Program requires that the OWNER and City execute, deliver and record this Declaration in the real estate records of the Probate Office of the county in which the Project is located in order to create certain covenants running with the Project for the purpose of enforcing the requirements of the HOME Program, the Project Occupancy Restriction, and the Building Occupancy Restriction by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

WHEREAS, the OWNER, by this Declaration, intends, declares and covenants that the restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project for the Declaration Term and are binding upon all subsequent OWNERS of the Project for such term, and are not merely personal covenants of the OWNER; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the parties hereto agree as follows:

## SECTION 1- DEFINITIONS

The following terms shall be defined as follows:

a) "Act" means the Cranston-Gonzalez National Affordable Housing Act of 1990, as from time to time amended and the regulations relating thereto.

b) "Affordability Period" means the 20-year period commencing upon the Completion of the Project.

c) "Application" means OWNER's HOME Program Application to the City of Huntsville, Alabama dated November 12, 2020.

d) "Area Median Income" means "area median income" as determined by the Secretary of HUD with adjustments for smaller or larger households.

e) "Building" means any building that is or is to be part of the Project.

f) "City" means the City of Huntsville, Alabama, a municipal corporation, and any successor to its function.

g) "Completion of the Project" means the date of issuance of both the permanent certificate(s) of occupancy for the entire Project and certificates from the OWNER's architect that the Project has been built to code and according to the plans, drawings, and specifications which are approved in writing by City.

h) "Declaration" means this Declaration of Land Use Restrictive Covenants for Huntsville HOME Program as from time to time amended, restated or supplemented.

i) "Declaration Term" means the term of this Declaration, namely, the Affordability Period.

j) "HOME Assisted Unit" means four (4) of the Project's eighty (80) units assisted and occupied by Low Income Tenants. The HOME Assisted Units will be designated as "floating" units. Floating units are changed to maintain conformity with the requirements during the Affordability Period so that the total number of housing units remains the same, and each substituted unit is comparable in terms of size, features, and number of bedrooms to the originally designated HOME Assisted Unit.

k) "HOME Program" means the federal housing program created by Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as from time to time amended, and applicable regulations including, without limitation 24 CFR Parts S8 and 92, and all amendments thereto.

l) "HUD" means the United States Department of Housing and Urban Development and any successor thereto.

m) "Low-Income Requirement" means the requirement that tenants of Low-Income Units have incomes not exceeding the maximum income set out in Section 4 of this Declaration and made applicable by the Project Occupancy Restriction.

n) "Low-Income Tenant" means an individual or household whose income satisfies the Low- Income Requirement.

o) "Low-Income Unit" means a Unit as to which HOME Program funds were expended at any time during the Affordability Period and includes all Units that must be leased to a Low-Income Tenant to satisfy the Project Occupancy Restriction.

p) "OWNER" means Arbours at Moores Mill, LLC, an Alabama limited liability company, and any person now or hereafter owning any interest (other than solely as a creditor) in the Project or any portion thereof.

q) "Project" means the certain tract of land in the City of Huntsville, County of Madison, State of Alabama, more particularly described in Exhibit A hereto, and an affordable multi-family development located or to be located on such land, known as or to be known as Arbours at Moores Mill, including the Buildings.

r) "Project Occupancy Restriction" means the obligation of the OWNER to restrict occupancy of a percentage of the Units in the Project to satisfy Section 4(a) of this Declaration.

s) "Project Rent Restriction " means the obligation of the OWNER that rents charged Low- Income Tenants in Low-Income Units shall not exceed the maximum rent that may be imposed on occupancy of such Unit, pursuant to 24 CFR Section 92.252.

t) "Transfer", and any derivation thereof, includes a sale or exchange other than a technical assignment of title pursuant to a mortgage (but a foreclosure of a mortgage is a "transfer").

u) "Unit" means a residential apartment unit/single household home of the Project as determined in accordance with the HOME Program.

All words and phrases defined in the HOME Program and HUD regulations pertaining thereto and/or promulgated thereunder shall have the same meanings in this Declaration.

## SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE PROJECT

a) Upon execution and delivery by the parties hereto, the OWNER shall cause this Declaration and all amendments hereto to be recorded and filed in the real estate records in the Probate Office of the county in which the Project is located and shall pay all fees and

charges incurred in connection therewith. Prior to recording, the OWNER shall provide City with an executed copy of this Declaration. Upon recording, the OWNER shall provide City with the executed original of the recorded Declaration showing the Probate Office's time and date stamp and all pertinent recording data.

b) The covenants contained in this Declaration (i) shall be and are covenants running with the Project, encumbering the Project for the Declaration Term, binding upon the OWNER's successors in title and all subsequent OWNERS and operators of the Project or of any part thereof, (ii) are not merely personal covenants of the OWNER, and (iii) shall bind the OWNER and its successors and assigns during the Declaration Term. All parties hereto hereby agree that any and all requirements of the laws of the State of Alabama to be satisfied in order for the provisions of this Declaration to constitute valid, binding and enforceable restrictive covenants running with the Project shall be deemed to be satisfied in full or in the alternative, that an equitable servitude has been created to ensure that these restrictions run with the Project.

c) For the Declaration Term, each and every lease, deed or other instrument hereafter executed conveying or encumbering the Project or any portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of whether such lease, deed or other instrument hereafter executed conveying the Project or any portion thereof provides that such conveyance is subject to this Declaration.

### SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The OWNER hereby represents, covenants and warrants to City as follows:

a) The OWNER is a (i) Limited Liability Company, duly organized, existing and in compliance under the laws of the State of Alabama, and is qualified to transact business under the laws of the State of Alabama, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Declaration.

b) The execution, delivery and performance of this Declaration by the OWNER (i) will not violate any provision of law, rule or regulation, or any order of any court or other agency or governmental body and (ii) will not violate any provision of any indenture agreement, mortgage, mortgage note, or other instrument to which the OWNER is a party or by which it or the Project is bound.

c) The OWNER has good and marketable fee simple title to the Project and the covenants imposed on the Project by this Declaration are not inconsistent with the terms of any lien, mortgage, or other encumbrance or restrictive covenant, easement or servitude.

d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the OWNER, threatened against or affecting the OWNER or the Project, or any of the



OWNER's properties or rights, which, if adversely determined, would materially impair the OWNER's right to carry on business substantially as now conducted (and as contemplated by this Declaration) or which would materially and adversely affect its financial condition or which would impair the use of the Project as contemplated by this Declaration .

e) Throughout the Affordability Period, the Project shall constitute a qualified low-income housing project, as required in Section 4 of this Declaration.

f) Each Unit shall, throughout the Affordability Period, contain complete facilities for living, sleeping, eating, cooking and sanitation (unless the Project qualifies as a single-room occupancy or transitional housing for the homeless under the HOME Program) which are to be used on other than a transient basis.

g) During the Affordability Period, each Low-Income Unit shall be suitable for occupancy and shall be used only other than on a transient basis.

h) The OWNER shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of any Unit for any purpose other than rental housing during the Affordability Period unless required by law.

i) If during the Affordability Period the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the OWNER shall use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Declaration. If the Buildings or any Units are damaged, destroyed, acquired for public use, or condemned and not rebuilt, the Project Occupancy Restriction shall be applied to the remaining Units in the Project as though no reduction in the total number of Units had occurred.

j) The OWNER has not executed, and shall not execute, any other agreement with provisions contradictory to, or in opposition to this Declaration. This Declaration is paramount and controlling as to the rights and obligations herein set forth and supersedes any other requirements in conflict herewith.

k) Throughout this Declaration Term, the OWNER shall not evict or terminate the tenancy of a Low-Income Tenant other than for good cause or increase gross rent with respect to a Low-Income Unit other than as permitted under the HOME Program.

#### SECTION 4 - EXTENDED LOW-INCOME HOUSING COMMITMENT

In order to satisfy the Project Occupancy Restriction, the OWNER shall assure that throughout the Affordability Period and by no later than the last day of the first year of the Affordability Period:

From the date of the commencement of the Affordability Period until its

expiration, the four (4) HOME Assisted Units shall be leased to households under 50% of Area Median Income.

a) The Project Rent and Income Restrictions are applied on a Project basis.

b) The determination of whether a Low-Income Tenant meets the Low-Income Requirement shall be made by the OWNER at least annually on the basis of the then current income of such Low-Income Tenant and the guidelines established by the HOME Program.

#### SECTION 5 - ENFORCEMENT OF OCCUPANCY RESTRICTIONS

a) The OWNER shall permit, during normal business hours and upon reasonable notice, any duly authorized representative or designated agent of City to inspect any books and records of the OWNER regarding the Project with respect to the incomes of Low-Income Tenants or which pertain to compliance with the occupancy restrictions specified in this Declaration.

b) The OWNER shall submit any other information, documents or certifications requested by City which City shall deem necessary to substantiate the OWNER's continuing compliance with the provisions of the Project Occupancy Restriction and any other Occupancy Restrictions specified in this Declaration.

#### SECTION 6 - ENFORCEMENT TO HOME PROGRAM RESTRICTIONS

a) The OWNER covenants that it shall not knowingly take or permit any action that would result in a violation of the requirements of the HOME Program, or this Declaration. Moreover, OWNER covenants to take any lawful action (including amendment of this Declaration as may be necessary) to comply fully with the HOME Program, and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by HUD or other governmental agency from time to time pertaining to OWNER's obligations under the HOME Program and affecting the Project.

b) The OWNER and City each acknowledge that the primary purpose for requiring compliance by the OWNER with the restrictions provided in this Declaration is to assure compliance of the Project and the OWNER with the HOME Program, AND BY REASONS THEREOF, THE OWNER IN CONSIDERATION FOR RECEIVING FUNDING UNDER THE HOME PROGRAM FOR THIS PROJECT HEREBY AGREES AND CONSENTS THAT CITY SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO ALL OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS DECLARATION IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION. The OWNER hereby further specifically acknowledges that the beneficiaries of the OWNER's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default

hereunder.

c) The OWNER hereby agrees that the representations and covenants set forth herein may be relied upon by City and all persons interested in Project compliance under the HOME Program and this Declaration.

#### SECTION 7 - MISCELLANEOUS

a) Severability. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

b) Notices. All notices to be given pursuant to this Declaration shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

TO THE CITY	City of Huntsville, Alabama Department of Community Development P. O. Box 308 Huntsville, AL 35804
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TO THE OWNER	Arbours at Moores Mill, LLC 242 Inverness Center Drive Birmingham, AL 35242
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TO THE INVESTOR MEMBER	Wells Fargo Bank, National Association Winston-Salem Loan Center 100 North Main Street, 10 <sup>th</sup> Floor MAC D4001-105 Winston-Salem, NC 27101
------------------------	--

City and OWNER may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall besent.

c) Amendment. The OWNER agrees that it shall take all actions necessary to effect amendment of this Declaration as may be necessary to comply with the HOME Program and any and all applicable rules, regulations, policies, procedures, and rulings or other official statements pertaining to the HOME Program.

d) Governing Law. This Declaration shall be governed by the laws of the State of Alabama and, where applicable, the laws of the United States of America.

e) Survival of Obligations. The obligations of the OWNER as set forth herein and in the Application shall survive the funding of the HOME Program loan and shall not be deemed to terminate or merge with the funding of the loan.

f) Recovery of Attorney's Fees. If City shall incur legal fees or other expenses in enforcing its rights and/or remedies, or the OWNER's obligations, under this Declaration, the OWNER shall reimburse City for those fees and other expenses within ten (10) days of receipt of written demand therefor.

g) Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

h) Construction. This Declaration shall be construed and enforced to preserve the purposes of the HOME Program.

i) Other Declaration. This Declaration is in addition to, and is not in lieu of, any other declaration of restrictive covenants (the "Other Declaration") which the OWNER may have heretofore executed, or may simultaneously herewith or hereafter execute, with respect to the Project. The OWNER must abide by this Declaration and by the Other Declaration, if any, each of which stands on its own.

j) HUD Rider to Restrictive Covenants. The terms and conditions of the HUD Rider to Restrictive Covenants attached hereto are incorporated herein and made a part of this Declaration.

IN WITNESS WHEREOF, the parties have caused this Declaration to be signed by their respective duly authorized representatives, as of the day and year first written above.

**ARBOURS AT MOORES MILL, LLC**  
an Alabama limited liability company

By: Moores Mill MM, LLC  
an Alabama limited liability company  
its Managing Member

By: \_\_\_\_\_  
Samuel T. Johnston,  
Authorized Member

**CITY OF HUNTSVILLE, ALABAMA**

By: \_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public, in and for said County and State, hereby certify that Samuel T. Johnston, Authorized Member of Moores Mill MM, LLC, an Alabama limited liability company, which is the Managing Member of Arbours at Moores Mill, LLC, an Alabama limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he as such authorized agent and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

STATE OF ALABAMA )  
 ) SS:  
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 City of Huntsville, Alabama, a public corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

**EXHIBIT F**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Occupancy and Rent Restrictions**

If the Participant has agreed to further restrict the occupancy of the HOME-assisted rental units beyond the minimum requirements of the City, the occupancy restrictions for the Project are indicated in the charts below.

**Occupancy Restrictions**

**No occupancy restriction beyond the CITY's minimum requirements has been selected. The 4 HOME-assisted units are restricted to seniors, 62 and older, earning 50% or less of AMI. The HOME-assisted units will be evenly distributed throughout the unit sizes.**

**Rent Floor Limits**

The rent floor limits for a project are the HOME rents which are in effect at the time of project commitment. The following table includes the current rent limits for the Project. Regardless of changes in fair market rents and in median income over time, the rents for the Project are not required to be lower than the rent floor limits.

**During the Affordability Period**

UNIT SIZE	50% AMI	RENT LIMIT	60% AMI
	Low HOME Rent		High HOME Rent
1 bedroom	1		31
2 bedroom	3		45

**Exhibit G**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Award Information**

**Award Amount:**     **\$420,000 Loan at 2.0%, 40 Year Term.** The first payment of the lesser of **\$25,685.82** or 50% of surplus cash flow shall be due the beginning of the first quarter 12 months after the Project is placed in service. Future annual payments of the lesser of **\$25,685.82** or 50% of surplus cash flow will be due annually from the date of the first payment until all deferred developers fee is paid. Upon final payment of deferred developers fee, the annual payment will be the lesser of \$25,685.82 or 75% of the surplus cash flow until the loan matures.

**Participant Name:**             Arbours at Moores Mill, LLC

**Participant Address:**        Arbours at Moores Mill, LLC  
242 Inverness Center Drive  
Birmingham, AL 352542

**Participant Role:**            Project Owner

**Federal Tax ID:**             85-3895375

**Project Information**

**Project Name:**               Arbours at Moores Mill  
**Project Address:**           100 Marcus Byers Drive NE  
Huntsville, AL 35811

**Project Type:**                Multifamily Rental

**Activity Type:**               New Construction

**Funding Type:**               LIHTC/HOME

**Est. Development Cost:**     \$27,320,399.00

**Total # of Units:**           80

**# of HOME-Assisted Units:** 4

**Affordability Period:**       20 years, or, if longer, until the Mortgage is paid off

**Special Needs Unit Type(s):** Senior



**EXHIBIT H**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**U.S. Department of Housing and Urban Development**  
**Subordination Agreement – Public**

## Subordination Agreement - Public

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 04/30/24)

**Public Reporting Burden** for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Project Name: **Arbours at Moores Mill**  
HUD Project No: **062-35817**

THIS SUBORDINATION AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of **December, 2023** by and among (i) **MERCHANTS CAPITAL CORP., an Indiana corporation** ("Senior Lender"), (ii) **CITY OF HUNTSVILLE, ALABAMA, a municipal corporation** ("Subordinate Lender"), and (iii) **ARBOURS AT MOORES MILL, LLC, an Alabama limited liability company, whose address is 242 Inverness Center Drive, Birmingham, Alabama 35242** ("Borrower").

### Recitals

**WHEREAS**, Borrower is the owner of that certain **Eighty (80)** unit residential rental development known as "**Arbours at Moores Mill**" ("**Project**"), located at **100 Marcus Byers Direve Northeast, Huntsville, Alabama 35811**. Senior Lender has made or is making the senior mortgage loan as described on Schedule A hereto to Borrower in the original principal amount(s) as shown on Schedule A, evidenced by the Note described in Schedule A ("**Senior Note**"), and secured by, among other things, the Security Instrument as described in Schedule A (collectively, "**Senior Security Instrument**"), covering the property described in **Exhibit A** attached hereto together with all improvements thereon and personal property used relative thereof, all as more particularly described in the Senior Security Instrument ("**Mortgaged Property**").

**WHEREAS**, Borrower has requested Senior Lender to permit Subordinate Lender to make a subordinate loan to Borrower in the amount of **Four Hundred Twenty Thousand and 00/100 Dollars (\$420,000.00)** ("**Subordinate Loan**"), pursuant to the Subordinate Loan Documents as defined below, and secured by, among other things, a mortgage lien against the Mortgaged Property.

**WHEREAS**, Senior Lender, with the approval of the U.S. Department of Housing and Urban Development ("**HUD**"), has agreed to permit Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement and in accordance with Program Obligations. "**Program Obligations**" means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project,

including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Agreement rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on HUD's official website: Handbooks, guides, notices, and mortgagee letters are available on "HUDCLIPS," at [www.hud.gov](http://www.hud.gov).

**NOW, THEREFORE**, in order to induce Senior Lender to permit Subordinate Lender to make the Subordinate Loan to Borrower and to place a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

# **1. Definitions.**

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

(a) **"Affiliate"** is any person or business concern that directly or indirectly controls policy of a principal or has the power to do so is an affiliate. Persons and business concerns controlled by the same third party are also affiliates.

(b) **"Bankruptcy Proceeding"** means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

(c) **"Borrower"** means all entities identified as "Borrower" in the first paragraph of this Agreement, together with any successors, heirs, and assigns (jointly and severally). Borrower shall include any entity taking title to the Mortgaged Property, whether or not such entity assumes the Senior Note, provided that the term "Borrower" shall not include Senior Lender in the event that Senior Lender may acquire title to the Mortgaged Property. Whenever the term "Borrower" is used herein, the same shall be deemed to include the obligor of the debt secured by the Senior Security Instrument.

(d) **"Business Day"** means any day other than Saturday, Sunday or any other day on which Senior Lender or HUD is not open for business.

(e) **"Covenant Event of Default"** is defined in the Senior Security Instrument.

(f) **"Entity"** means an estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

(g) **"Monetary Event of Default"** is defined in the Senior Security Instrument.

(h) **"Non-Project Sources"** means any funds that are not derived from Project Sources.

(i) **"Project Sources"** means the Mortgaged Property (as defined in the Senior Security Instrument), any proceeds of the Senior -Indebtedness, and any reserve or deposit made with Senior Lender or any other party as required by HUD in connection with the Senior Indebtedness.

(j) **"Senior Indebtedness"** means all present and future indebtedness, obligations, and liabilities of Borrower to Senior Lender under or in connection with the Senior Loan Documents.

(k) **"Senior Lender"** means the Entity named as such in the first paragraph on page 1 of this Agreement, its successors and assigns.

(l) **"Senior Loan Documents"** means the Senior Note, the Senior Security Instrument, and the Regulatory Agreement between Borrower and HUD, as such documents may be amended from time to time and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Senior Indebtedness, as identified in Schedule A.

(m) **"Senior Security Instrument Default"** means a "Monetary Event of Default" or a "Covenant Event of Default" as defined in the Senior Security Instrument.

(n) **"Subordinate Indebtedness"** means all present and future indebtedness, obligations, and liabilities of Borrower to Subordinate Lender under or in connection with the Subordinate Loan or the Subordinate Loan Documents.

(o) **"Subordinate Lender"** means the Entity named as such in the first paragraph on page 1 of this Agreement.

(p) **"Subordinate Loan Documents"** means the Subordinate Note, the Subordinate Mortgage, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as identified in Schedule B. The terms Subordinate Note and Subordinate Mortgage are defined in Schedule B.

(q) **"Subordinate Loan Enforcement Action"** means the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the taking of any other enforcement action against Borrower, any other party liable for any of the Subordinate Indebtedness

or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

**(r) "Subordinate Mortgage Default"** means any act, failure to act, event, conditions, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Lender to take a Subordinate Loan Enforcement Action.

**(s) "Surplus Cash"** is defined herein to mean the same as that term is defined in the Regulatory Agreement between Borrower and HUD.

## **2. Permission to Place Mortgage Lien Against Mortgaged Property.**

Senior Lender agrees, subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property (which are subordinate in all respects to the lien of the Senior Security Instrument) to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan. Senior Lender agrees that the existence of the Subordinate Loan does not create a basis for default of the Senior Indebtedness. Such permission is subject to the condition that each of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to Borrower. If any of the representations and warranties made by Borrower and Subordinate Lender in Section 3 are not true and correct on both of those dates, the provisions of the Senior Loan Documents applicable to unpermitted liens on the Mortgaged Property shall apply.

## **3. Borrower's and Subordinate Lender's Representations and Warranties.**

Borrower and, with respect to subsections (a) through (d) below, Subordinate Lender each make the following representations and warranties to Senior Lender:

**(a) Subordinate Loan Documents.** The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage.

**(b) Terms of the Subordinate Loan.** The original principal amount of the Subordinate Note is \$420,000.00. Interest on the Subordinate Note accrues monthly at the rate of Two and 00/100 percent (2.00%) per annum. The Subordinate Note is due and payable in full on the date that is forty (40) years after the Project is placed in service, ("Maturity"). The Maturity term of the Subordinate Note does not end before the maturity term of the Senior Note, unless the Subordinate Note is forgivable as set forth below and Borrower satisfies all requirements in the Subordinate Loan Documents to result in the Subordinate Note being eligible for forgiveness. The principal of the Subordinate Note will have a balloon principal payment of the outstanding principal balance plus accrued and unpaid interest due at Maturity. The promissory note evidencing the Subordinate Note obligates Borrower to make payments as

follows: the first payment of the lesser of \$25,685.82 or 50% of Surplus Cash shall be due the beginning of the first quarter 12 months after the Project is placed in service. Future annual payments of the lesser of \$25,685.82 or 50% of Surplus Cash will be due annually from the date of the first payment until all deferred developer's fee is paid. Upon final payment of deferred developer's fee, the annual payment will be the lesser of \$25,685.82 or 75% of Surplus Cash until the loan matures, subject to Section 3(c) immediately below.

(c) **Required HUD Language in Subordinate Note.** The Subordinate Note contains or incorporates the following provisions:

“As long as HUD is the insurer or holder of the Senior Note (as such term and other capitalized terms are defined in the form Subordination Agreement, HUD-92420M) on FHA Project No. **062-35817**, the following provisions (“**HUD Provisions**”) shall be in full force and effect:

- (1) any payments due under the Subordinate Note shall be payable only (i) from permissible distributions from Surplus Cash of the Project; but in no event greater than seventy-five percent (75%) of the total amount of Surplus Cash; or (ii) from monies received from Non-Project Sources. In no event may payments due under all subordinate debt of Maker cumulatively exceed 75% of available Surplus Cash. The restriction on payment imposed by this paragraph shall not excuse any default caused by the failure of the Borrower to pay the indebtedness evidenced by the Subordinate Note;
- (2) no prepayment of the Subordinate Note shall be made until after final endorsement by HUD of the Senior Note, unless such prepayment is made from Non-Project Sources and is approved in writing by HUD.
- (3) this Subordinate Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Subordinate Lender except with the prior written approval of HUD;
- (4) interest on the Subordinate Note shall not be compounded as long as HUD is the insurer or holder of the Note secured by the Security Instrument;
- (5) Maker hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Subordinate Note;
- (6) the terms and provisions of this Subordinate Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Subordinate Note may not be

modified or amended without the written consent of HUD; and

(7) in the event of any conflict between the terms of the Subordinate Note and the HUD Provisions, the terms of the HUD Provisions shall control.”

**(d) Relationship of Borrower to Subordinate Lender.** Subordinate Lender is not an Affiliate of Borrower.

**(e) Subordinate Loan Documents.** Borrower certifies that the executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, HUD prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete.

**(f) Senior Loan Documents.** The executed Senior Loan Documents are the same forms as approved by HUD prior to the date of this Agreement. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.

#### **4. Deliveries.**

Borrower shall submit the following items to Senior Lender and HUD at closing:

**(a) Title Evidence.** Evidence of title (title policy or title policy endorsement, as appropriate) insuring the lien of the Senior Security Instrument which insures that (i) the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Mortgage, and (ii) this Agreement has been recorded among the applicable land records.

**(b) Loan Documents.** A complete set of the Subordinate Loan Documents, including this Subordination Agreement.

#### **5. Terms of Subordination.**

**(a) Agreement to Subordinate.** Senior Lender and Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums

advanced for the purposes of (1) protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Security Instrument, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property).

**(b) Subordination of Subrogation Rights.** Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

**(c) Payments Before Senior Security Instrument Default.** Until Subordinate Lender receives a default notice of a Senior Security Instrument Default from Senior Lender, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents provided that such payments are otherwise permitted under the terms of this Agreement.

**(d) Payments After Senior Security Instrument Default.** Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Security Instrument Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a default notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Project Sources on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Mortgage) unless either (i) such payment is being made solely from Non-Project Sources or (ii) such payment is made with Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Security Instrument Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 5 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new default notice from Senior Lender in accordance with the provisions of this Section 5(d).

**(e) Remitting Subordinate Loan Payments to Senior Lender.** If, after Subordinate Lender receives a default notice from Senior Lender in accordance with subsection (d) above, Subordinate Lender receives any payments under the Subordinate Loan Documents (other than payments permitted under subsection (d)



above), Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 5, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Mortgage Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

**(f) Agreement Not to Commence Bankruptcy Proceeding.**

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any Bankruptcy Proceeding with respect to Borrower, without Senior Lender's prior written consent.

**6. Default Under Subordinate Loan Documents.**

**(a) Notice of Default and Cure Rights.** Subordinate Lender shall deliver to Senior Lender a default notice within five Business Days in each case where Subordinate Lender has given a default notice to Borrower. Failure of Subordinate Lender to send a default notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the opportunity, but not the obligation, to cure any Subordinate Mortgage Default within 60 days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents, subject to the limitations set forth in Section 6(b) below.

**(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.**

**(1)** If a covenant Subordinate Mortgage Default occurs and is continuing, Subordinate Lender agrees that it will not, for a period of one hundred eighty (180) days after giving notice of such Subordinate Mortgage Default to Senior Lender and HUD (the “**Standstill Period**”), commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without

Senior Lender's prior written consent. During the Standstill Period, Subordinate Lender agrees to use best efforts to resolve the Subordinate Mortgage Default, in an effort to avoid the pursuit of available remedies by the Subordinate Lender. After the expiration of the Standstill Period and in the event Subordinate Lender forecloses on the Mortgaged Property, the purchaser must comply with HUD's Previous Participation regulations and processes, Transfer of Physical Asset requirements, and Program Obligations before it can take title to the Mortgaged Property.

**(2)** Subordinate Lender further agrees that if a monetary Subordinate Mortgage Default occurs and is continuing, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents with respect to the Mortgaged Property, including, but not limited to accelerating the Subordinate Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder without Senior Lender's prior written consent. The preceding prohibition on foreclosure for a monetary Subordinate Mortgage Default excludes the acceleration of any part or all of the Subordinate Indebtedness resulting from a covenant Subordinate Mortgage Default.

**(3)** Nothing in this subsection (b) shall (i) limit Subordinate Lender's right to bring an action seeking recovery solely from Non-Project Sources or (ii) preclude Subordinate Lender from exercising or enforcing all the rights available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable law to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions.

## **7. Default Under Senior Loan Documents.**

**(a) Notice of Default and Cure Rights.** Senior Lender shall deliver to Subordinate Lender a default notice within five Business Days in each case where Senior Lender has given a default notice to Borrower (provided that Senior Lender shall have no liability to Borrower, Subordinate Lender or to any other Entity for failure to timely give such notice). Failure of Senior Lender to send a default notice to Subordinate Lender shall not prevent the exercise of Senior Lender's right and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. Borrower agrees that Subordinate Lender shall have the opportunity, but not the obligation, to cure either a Monetary Event of Default or a Covenant Event of Default within 30 days following the date of such notice, or any time prior to an assignment of the Senior Security Instrument from Senior Lender to HUD, whichever date is later. Subordinate Lender acknowledges that Senior Lender shall be entitled during such period described above to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender shall have the opportunity to cure a Covenant Event of Default during such period described above so long as there is no Monetary Event of Default under the Senior Loan Documents. All amounts paid by Subordinate Lender to Senior Lender to cure any default under

the Senior Loan Documents shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Mortgage.

**(b) Cross Default.** Subordinate Lender certifies that the Subordinate Loan Documents do not contain a cross default provision. Notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Security Instrument Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents.

## **8. Conflict.**

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; and (b) solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be; give Borrower the right to notice of any Senior Security Instrument Default or Subordinate Mortgage Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents, as applicable; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

## **9. Rights and Obligations of Subordinate Lender under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

**(a) Protection of Security Interest.** Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Security Instrument Defaults pursuant to Section 7(a) above and advance funds pursuant to the Subordinate Mortgage for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

**(b) Condemnation or Casualty.** In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Mortgaged Property (collectively, a "Taking"); or the occurrence of a fire or other

casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "Casualty"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(1) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by or with the written consent of Senior Lender; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (to payment of the costs and expenses of repair and restoration and/or to payment of the Senior Security Instrument) in the manner determined by Senior Lender in its sole discretion consistent with the Senior Loan Documents; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Security Instrument, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Security Instrument shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents. Any proceeds then remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Subordinate Loan Documents shall be paid by the Subordinate Lender to Borrower.

(c) **No Modification of Subordinate Loan Documents.** Borrower and Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

## **10. Modification of Senior Loan Documents; Refinancing of Senior Indebtedness; Transfer of Physical Assets.**

(a) Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money, provided however, there shall be no modification of the Senior Loan

Documents without the consent of the Subordinate Lender if such modification would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.

- (b)** Subordinate Lender agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness in accordance with Program Obligations (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Indebtedness, the Senior Note, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the indebtedness related to the refinance loan, the refinance note, the security instrument securing the refinance note, all documents evidencing, securing or otherwise pertaining to the refinance note and the holder of the refinance note, provided however, there shall be no refinancing of the Senior Indebtedness without the consent of the Subordinate Lender if such refinancing would increase the principal amount of the Senior Indebtedness beyond the original principal amount of the Senior Indebtedness (excluding any amounts having been advanced by Senior Lender for the protection of its security interest pursuant to the Senior Loan Documents), increase the interest rate of the Senior Indebtedness, or decrease the original maturity term of the Senior Indebtedness.
- (c)** Subordinate Lender agrees that the term of the Subordinate Indebtedness will be extended if HUD grants a deferment of amortization or forbearance that results in an extended maturity of the Senior Indebtedness.
- (d)** Subordinate Lender agrees that the term of the Subordinate Indebtedness will be extended if the Subordinate Note is due, and there are no Surplus Cash funds or Residual Receipts (if applicable) available for repayment, and the Senior Indebtedness has not been repaid in full. (The parties agree that distributions of Residual Receipts must be approved by HUD and can only be approved by the terms of a written agreement between HUD and the Borrower).
- (e)** Subordinate Lender further agrees that the Subordinate Indebtedness is assumable when a sale or transfer of physical assets occurs and the Senior Indebtedness remains in place.

## **11. Default by Subordinate Lender or Senior Lender.**

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting Lender shall have the right to all available legal and equitable relief.

## **12. Notices.**

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which Senior Lender or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating next Business Day delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two Business Days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER: **Merchants Capital Corp.**  
**410 Monon Blvd., 5th Floor**  
**Carmel, Indiana 46032**  
**Attention: FHA Asset Management**

With a copy to: U.S. Department of Housing and Urban Development  
 Director - Office of Multifamily Asset Management  
 Room 6160  
 451 Seventh Street, S.W.  
 Washington, DC 20410

SUBORDINATE LENDER: **The City of Huntsville, Alabama**  
**P.O. Box 308**  
**Huntsville, Alabama 35804**  
**Attention: Department of Community**  
**Development**

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

## **13. General.**

**(a) Assignment/Successors.** This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of Senior Lender and Subordinate Lender.

**(b) No Partnership or Joint Venture.** Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of any other party hereto.

**(c) Senior Lender's and Subordinate Lender's Consent.** Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

**(d) Further Assurances; UCC Financing Statements.** Subordinate Lender, Senior Lender and Borrower each agree, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Loan Documents are subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement. Senior Lender is hereby authorized to file any and all UCC financing statement amendments required to reflect the priority of the Senior Indebtedness.

**(e) Amendment.** This Agreement shall not be amended except by written instrument signed by all parties hereto.

**(f) Governing Law.** This Agreement shall be governed by the laws of the State in which the Mortgaged Property is located, except, so long as the Senior Indebtedness is insured or held by HUD, and solely as to rights and remedies of HUD, federal jurisdiction may be appropriate pursuant to any federal requirements. The State courts, and with respect to HUD's rights and remedies, federal courts, and governmental authorities in the State in which the Mortgaged Property is located, shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Subordinate Loan Documents. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

**(g) Severable Provisions.** If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

**(h) Term.** The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 5 hereof; (iii) the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure; or (iv) the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Mortgage, but only if such acquisition of title does not violate any of the terms of this Agreement. Notwithstanding the foregoing, in the event the Senior Indebtedness is refinanced or a transfer of physical assets occurs, the term of this Agreement shall continue and the Subordinate Indebtedness and Subordinate Loan Documents shall be subordinate to any such indebtedness related to the refinanced or transferred loan as provided in Section 10 above.

**(i) Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Each signatory below hereby certifies that each of their statements and representations contained in this Agreement and all their supporting documentation thereto are true, accurate, and complete. This Agreement has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring the Loan, and may be relied upon by HUD as a true statement of the facts contained therein.

This Subordination Agreement – Public (HUD-92420M) is made, presented and delivered for the purpose influencing an official action of the Federal Housing Administration, and of the Assistant Secretary for Housing/Federal Housing Commissioner, and may be relied upon by the Assistant Secretary/Commissioner as a true statement of the facts contained herein. **WARNING:** It is a crime to knowingly make false statements to a federal agency. Penalties upon conviction can include a fine and imprisonment. For detail, see Title 18 U.S. Code, Sections 1001 and 1010.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

[Remainder of page intentionally blank; signature pages follow]



**SIGNATURE PAGE OF SENIOR LENDER TO  
SUBORDINATION AGREEMENT  
PARTNERS PRESERVATION PROJECT**

SENIOR LENDER:

MERCHANTS CAPITAL CORP.,  
an Indiana corporation

By: \_\_\_\_\_  
Nicole Swentek, Senior Vice President

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public, in and for said County and State, hereby certify that Nicole Swentek, Senior Vice President of Merchants Capital Corp., an Indiana corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she as such authorized agent and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

**WARNING:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

**SIGNATURE PAGE OF SUBORDINATE LENDER TO  
SUBORDINATION AGREEMENT  
PARTNERS PRESERVATION PROJECT**

SUBORDINATE LENDER:

CITY OF HUNTSVILLE, ALABAMA,  
a municipal corporation

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public, in and for said County in said State,  
hereby certify that \_\_\_\_\_ whose name as  
\_\_\_\_\_ 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 this instrument, he/she in his/her capacity as \_\_\_\_\_, executed  
the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

**WARNING:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

This instrument was prepared by Michael B. Reichert, Attorney-at-Law, Dinsmore & Shohl LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204-4208. I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Michael B. Reichert)

**SIGNATURE PAGE OF BORROWER TO  
SUBORDINATION AGREEMENT  
PARTNERS PRESERVATION PROJECT**

BORROWER:

ARBOURS AT MOORES MILL, LLC,  
an Alabama limited liability company

By: Moores Mill MM, LLC,  
an Alabama limited liability company,  
its Managing Member

By: \_\_\_\_\_  
Samuel T. Johnston, Authorized Member

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public, in and for said County and State, hereby certify that Samuel T. Johnston, Authorized Member of Moores Mill MM, LLC, an Alabama limited liability company, which is the Managing Member of Arbours at Moores Mill, LLC, an Alabama limited liability company, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he as such authorized agent and with full authority executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

**WARNING:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

**SCHEDULE A – LIST OF SENIOR LOAN DOCUMENTS**

1. Note (Multistate) in the original principal amount of \$6,110,000.00 executed by Borrower and payable to Senior Lender, dated December 1, 2023;
2. Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement executed by Borrower in favor of Senior Lender dated December 1, 2023, and recorded in the Probate Court of Madison County, Alabama (the “Recorder’s Office”);
3. Regulatory Agreement for Multifamily Projects by and between Borrower and HUD dated December 1, 2023, and recorded in the Recorder’s Office;
4. Uniform Commercial Code Financing Statements naming Borrower as debtor and naming Senior Lender as secured party, to be filed in Recorder’s Office and with the Alabama Secretary of State; and
5. Any and all other documents, agreements, certificates and certifications executed and delivered in connection with the Senior Loan from Borrower to Senior Lender in the amount of \$6,110,000.00 (together with the documents listed in items 1 through 4 above).

## **SCHEDULE B – LIST OF SUBORDINATE LOAN DOCUMENTS**

1. Promissory Note in the original principal amount of \$420,000.00 executed by Borrower and made payable to Subordinate Lender dated December \_\_, 2023 (the “**Subordinate Note**”);
2. Mortgage and Security Agreement executed by Borrower in favor of Subordinate Lender dated December 1, 2023, and recorded in the Recorder’s Office (the “**Subordinate Mortgage**”);
3. Agreement Between the City of Huntsville, Alabama and Arbours At Moores Mill, LLC for HOME Investment Partnership (HOME) Funds by Borrower and Subordinate Lender, dated December \_\_, 2023;
4. Declaration of Land Use Restrictive Covenants for Huntsville, Alabama HOME Program by and between Borrower and Subordinate Lender, dated December \_\_, 2023, and recorded in the Recorder’s Office;
5. Uniform Commercial Code Financing Statements naming Borrower as debtor and naming Subordinate Lender as secured party, to be filed in Recorder’s Office and with the Alabama Secretary of State; and
6. Any and all other documents, agreements, certificates and certifications executed and delivered in connection with the Subordinate Loan from Borrower to Subordinate Lender in the amount of \$420,000.00 (together with the documents listed in items 1 through 5 above).

**EXHIBIT A: LEGAL DESCRIPTION**

Lot 1A, Arbours At Moores Mill, according to the plat thereof recorded in Plat File # 2021-19664, of the records in the Office of the Judge of Probate, Madison County, Alabama.

**EXHIBIT I**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**Disbursement Agreement**

## **DISBURSEMENT AGREEMENT**

**THIS DISBURSEMENT AGREEMENT** (this “**Disbursement Agreement**”) is made as of December \_\_, 2023, by and among MERCHANTS CAPITAL CORP., an Indiana corporation (“**Lender**”), ARBOURS AT MOORES MILL, LLC, an Alabama limited liability company (“**Borrower**”), UNITED BANK, an Alabama banking corporation (“**CMF Lender**”), CITY OF HUNTSVILLE, ALABAMA, a municipal corporation (“**HOME Lender**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“**Equity Bridge Lender**”).

### **RECITALS**

A. Borrower intends to construct a multifamily housing project known as Arbours at Moores Mill, FHA Project No. 062-35817 located in Madison County, Alabama (the “**Project**”), which is more particularly described on Exhibit “A” attached hereto and by reference made a part hereof.

B. Construction of the Project is being financed in part by Borrower obtaining a loan from Lender in the original principal amount of \$6,110,000.00 (the “**Mortgage Loan**”) to be insured under Section 221(d)(4) of the National Housing Act, as amended, by the U.S. Department of Housing and Urban Development (“**HUD**”) and to be disbursed pursuant to that certain Building Loan Agreement (Form HUD-92441M) dated of even date herewith, by and between Borrower and Lender (the “**Building Loan Agreement**”) and this Disbursement Agreement. The documents and agreements controlling, evidencing and securing the Mortgage Loan are hereinafter referred to as the “**Mortgage Loan Documents**.” The mortgageable costs of construction of the Project, as determined by HUD, total \$[\_\_\_\_\_] (the “**Mortgageable Costs of Development**”). The non-mortgageable costs of construction of the Project, as determined by HUD, total \$[\_\_\_\_\_] (the “**Non-Mortgageable Costs of Development**”). The Mortgageable Costs of Development together with the Non-Mortgageable Costs of Development are collectively referred to as the “**Costs of Development**”. Attached hereto as Exhibit “B” and incorporated herein by this reference is a sources and uses and projected draw schedule reflecting the anticipated flow of funds for the Costs of Development (as it may be subsequently modified in accordance with the applicable Program Obligations (as defined below), is referred to hereinafter as the “**Sources and Uses**”). Initial endorsement of the Mortgage Loan by HUD for mortgage insurance is scheduled to occur on December \_\_, 2023 (the “**Initial Closing**”).

C. At Initial Closing, Pierce Ledyard Johnston, PC, as agent for Stewart Title Guaranty Company (“**Escrow Agent**”), is responsible for issuing to Lender and HUD as insureds, a lender’s title insurance policy (the “**Title Policy**”) disbursing funds in accordance with the terms and provisions of this Disbursement Agreement.

D. Doug Hollyhand Realty, Inc., an Alabama corporation (“**Contractor**”), and Borrower entered into that certain Construction Contract (HUD-92442M) dated of even date herewith, for the construction of the Project (the “**Construction Contract**”).



E. Intentionally Omitted.

F. Equity Bridge Lender is obligated to advance equity bridge loan proceeds to Borrower in an amount not to exceed \$[13,381,108.00] (the “**Equity Bridge Loan**”) upon the satisfaction of certain conditions pursuant to (i) that certain Construction Loan Agreement by and between Equity Bridge Lender and Borrower and (ii) certain other documents by and between Equity Bridge Lender and Borrower (collectively, the “**Equity Bridge Loan Documents**”).

G. CMF Lender is obligated to advance loan proceeds to Borrower in an amount not to exceed \$250,000.00 (the “**Subordinate Loan**”) upon the satisfaction of certain conditions pursuant to (i) that certain Loan Agreement by and between CMF Lender and Borrower and (ii) certain other documents by and between CMF Lender and Borrower (collectively, the “**CMF Loan Documents**”).

H. HOME Lender is obligated to advance loan proceeds to Borrower in an amount not to exceed \$420,000.00 (the “**Home Loan**”) upon the satisfaction of certain conditions pursuant to (i) that certain *Agreement Between the City of Huntsville, Alabama and Arbours at Moores Mill, LLC for Home Investment Partnership (HOME) Funds* by and between HOME Lender and Borrower and (ii) certain other documents by and between HOME Lender and Borrower (collectively, the “**HOME Loan Documents**”).

I. Wells Fargo Bank, National Association, a national banking association (“**Tax Credit Investor**”), is obligated to contribute installments of equity to Borrower in the aggregate amount of \$[20,013,699.00] (collectively, the “**Tax Credit Equity**”) pursuant to and in accordance with the terms and conditions of the Amended and Restated Operating Agreement of Borrower dated as of December \_\_, 2023, (the “**Operating Agreement**”) of which a portion is required by Borrower to pay Borrower's portion of the Mortgageable Costs of Development and Non-Mortgageable Costs of Development, as applicable.

J. Participation by Borrower and its members in the Project requires their compliance with applicable HUD statutes, regulations, handbooks, guides and other HUD Insurance Program requirements more particularly defined in the security instrument securing the Mortgage Loan as the “**Program Obligations**”.

K. In order to provide for the orderly administration of the disbursement of the proceeds of the Mortgage Loan, Tax Credit Equity, the CMF Loan, the HOME Loan and the Equity Bridge Loan (collectively the “**Project Funds**”), the parties have agreed to execute this Disbursement Agreement.

**NOW, THEREFORE**, in consideration of the covenants and commitments in this Disbursement Agreement, the parties agree as follows:

1. **Mortgage Loan Proceeds.** Proceeds disbursed or to be disbursed under the Mortgage Loan are referred to as “**Mortgage Loan Proceeds.**” At the time of the Initial Closing, Lender shall disburse, and HUD shall insure, a disbursement of Mortgage Loan Proceeds in an amount approved by HUD in accordance with Section 8 below. Following Initial Closing, Lender shall disburse Mortgage Loan Proceeds in connection with each Approved Draw Request (as

defined below), subject to the satisfaction of the requirements of the Building Loan Agreement and this Disbursement Agreement.

2. **Equity.** Borrower shall cause Tax Credit Investor to contribute Tax Credit Equity to Borrower pursuant to the terms of the Operating Agreement. The timing and amount of capital contributions from Tax Credit Investor are subject to the applicable provisions of the Operating Agreement. An initial payment of Tax Credit Equity in an amount approved by HUD in accordance with Section 8 below has been contributed to Borrower on or before Initial Closing. The Additional Tax Credit Equity Deposits (as defined below) shall be used to pay Costs of Development in accordance with the terms of this Disbursement Agreement.

3. Pursuant to and subject to satisfaction of the conditions of the Operating Agreement, Borrower shall cause Tax Credit Investor to contribute additional capital contributions (“**Additional Tax Credit Equity Deposits**”) to Borrower as described on Exhibit ”C” which is attached hereto and by reference made a part hereof. Each Additional Tax Credit Equity Deposit shall be applied in accordance with the terms and provisions of the Operating Agreement, it being acknowledged and agreed by Borrower and Lender that certain portions of the Non-Mortgageable Costs of Development shall be deposited in reserve(s) pursuant to the Operating Agreement and in accordance with Section 9 below.

4. **Subordinate Loan Proceeds.**

(a) CMF Lender has agreed to make the CMF Loan to Borrower. CMF Loan proceeds disbursed or to be disbursed under the CMF Loan Documents are referred to as “**CMF Loan Proceeds.**” The CMF Loan will be funded in accordance with the CMF Loan Documents.

(b) HOME Lender has agreed to make the HOME Loan to Borrower. HOME Loan proceeds disbursed or to be disbursed under the HOME Loan Documents are referred to as “**HOME Loan Proceeds.**” The HOME Loan will be funded in accordance with the HOME Loan Documents.

5. **Equity Bridge Loan Proceeds.** Equity Bridge Lender has agreed to advance Equity Bridge Loan proceeds in accordance with the terms and provisions of the Equity Bridge Loan Documents. Equity Bridge Loan proceeds disbursed or to be disbursed under the Equity Bridge Loan Documents are referred to as “**Equity Bridge Loan Proceeds.**” The Equity Bridge Loan Proceeds will be funded in accordance with the Equity Bridge Loan Documents.

6. **Funding of Approved Draws.** Each Approved Draw Request is to be fully funded from Mortgage Loan Proceeds, Equity Bridge Loan Proceeds, CMF Loan Proceeds, HOME Loan Proceeds, or Tax Credit Equity upon satisfaction of the requirements set forth in the applicable loan documents or Operating Agreement. Borrower is obligated to fund or arrange funding for any shortfalls in the event that, for any reason, one of the other sources is not immediately available when needed to supplement Mortgage Loan Proceeds and fully fund an Approved Draw Request.

7. **Sources.** The following sources of Project Funds shall be made available and used to construct/rehabilitate the Project:

- (a) Mortgage Loan Proceeds: \$[6,110,000.00]
- (b) Equity Bridge Loan Proceeds: \$[13,381,108.00]
- (c) Tax Credit Equity: \$[20,013,699.00]
- (d) CMF Loan Proceeds: \$[250,000.00]
- (e) HOME Loan Proceeds: \$[420,000.00]

8. **Initial Draw.** Project Funds for the initial draw in the total amount of \$[ ] shall be funded as follows:

- (a) Mortgage Loan Proceeds: \$[ ]
- (b) Equity Bridge Loan Proceeds: \$[ ]
- (c) Tax Credit Equity: \$[ ]
- (d) CMF Loan Proceeds: \$[ ]
- (e) HOME Loan Proceeds: \$[ ]

9. **Subsequent Draws.** After the initial draw, the remaining Project Funds shall be disbursed in accordance with the Sources and Uses attached hereto as Exhibit B and incorporated herein.

10. **Conditions to Disbursements; Draw Requests.**

(a) Disbursement of the Mortgage Loan Proceeds will be determined in accordance with, and will be made only following the satisfaction of all conditions required under, the Building Loan Agreement as supplemented by this Disbursement Agreement. Disbursement of the Equity Bridge Loan Proceeds will only be made following the satisfaction of all conditions set forth in the Equity Bridge Loan Documents. Disbursement of the CMF Loan Proceeds will only be made following the satisfaction of all conditions set forth in the CMF Loan Documents. Disbursement of the HOME Loan Proceeds will only be made following the satisfaction of all conditions set forth in the HOME Loan Documents. The Project Completion Funds (as that term is defined in the Building Loan Agreement) shall be advanced prior to Mortgage Loan Proceeds, except as otherwise permitted by the Program Obligations and reflected in the Sources and Uses, which has been approved by HUD. The charges and/or items to be funded from the Loan Proceeds and Project Completion Funds are listed on the Sources and Uses.

(b) Lender, CMF Lender and HOME Lender agree that: (i) Lender has the right to approve construction advances after considering any reported noncompliance by CMF Lender and/or HOME Lender if the Project is proceeding in compliance with the approved plans and specifications; (ii) Lender has the right to review and approve any modifications to the schedule and allocation of draws listed on the Sources and Uses; and (iii) Lender has

the sole authority to resolve differences in the inspection process and the process of disbursing the CMF Loan Proceeds and HOME Loan Proceeds in accordance with the Program Obligations.

(c) Requests for disbursement of Mortgage Loan Proceeds will be made from time to time but generally no more frequently than once per month following the procedures contained in the Building Loan Agreement. Each such request for disbursement is referred to as a “**Draw Request**”. The Draw Request must be on form HUD-92403, Application for Insurance of Advance of Mortgage Proceeds, and attach form HUD-92448, Contractor's Requisition Form (if construction funds are requested). Each Draw Request must clearly indicate (i) the aggregate disbursement being requested to be funded by Mortgage Loan Proceeds, (ii) the portion of such disbursement to be funded from Tax Credit Equity, (iii) the portion of such disbursement to be funded from Equity Bridge Loan Proceeds, (iv) the portion of such disbursement to be funded from CMF Loan Proceeds, (v) the portion of such disbursement to be funded from HOME Loan Proceed, and (vi) a summary schedule of all disbursements to date showing total dollar amounts disbursed from Mortgage Loan Proceeds, CMF Loan Proceeds, HOME Loan Proceeds, Equity Bridge Loan Proceeds and/or Tax Credit Equity.

(d) Borrower will submit each Draw Request to Lender, not less than ten (10) business days prior to the requested disbursement date. Concurrently with its submission to Lender, Borrower will also submit a copy of the Draw Request: (i) to the Equity Bridge Lender in the form set forth in the Equity Bridge Loan Documents, (ii) to CMF Lender in the form required by the CMF Loan Documents (iii) to HOME Lender in the form required by the HOME Loan Documents, (iv) to the extent required thereby, to Tax Credit Investor in the form and manner set forth in the Operating Agreement. Lender will review each Draw Request promptly upon its receipt, make, if applicable, any adjustments it determines reasonably necessary to the requested amount of Mortgage Loan Proceeds requested to be disbursed, and forward a copy of the Draw Request which Lender is willing to approve (the “**Approved Draw Request**”) to Borrower, and Borrower shall forward such approved Draw Request to Equity Bridge Lender, CMF Lender, HOME Lender (and to Escrow Agent, if and as applicable). The total amount of proceeds set forth in an Approved Draw Request is referred to as an “**Advance**”.

11. **Disbursement of Funds and Issuance of Title Bring-Down Searches by Escrow Agent.**

(a) Intentionally Omitted.

(b) Funds in the amount of the initial advance of Mortgage Loan Proceeds, Equity Bridge Loan Proceeds, Tax Credit Equity, CMF Loan Proceeds and HOME Loan Proceeds as set forth in the initial Draw Request approved by HUD will be deposited in the amounts required by Lender with Escrow Agent and will be disbursed by Escrow Agent pursuant to an escrow instruction letter from Lender's counsel and a settlement statement signed by Lender and Borrower.

(c) Upon Lender's approval of each subsequent Advance, Lender shall instruct Escrow Agent to make such searches as necessary to determine that the status of the title to the Project has not changed since the date of prior notification given to Lender. If any intervening liens or other matters adversely affecting title (other than those expressly listed in the Title Policy, or as may have been approved and accepted by Lender and shown in endorsements previously given to Lender), Lender, at its sole option, (i) may withhold the entire amount of Lender's Advance until such liens or other matters have been released or otherwise satisfied to Lender's satisfaction or (ii) may choose to withhold, or to advance to Escrow Agent to hold, funds from Lender's Advance equal to one hundred percent (100%) of such liens provided that Borrower or Contractor will fund to Lender or Escrow Agent, as applicable, an additional amount equal to not less than twenty-five percent (25%) of such liens and Lender or Escrow Agent will hold such one hundred twenty-five percent (125%) (or such higher percentage required by Lender or Escrow Agent) of the lien amount until Lender and Escrow Agent are satisfied such liens or matters are settled, including the delivery of lien releases and waivers of all rights related to such liens; and provided that Escrow Agent must insure over the liens to Lender's satisfaction as a condition to the Advance being funded.

(d) Prior to each disbursement of an Advance, the following items must be delivered to Lender by Borrower if and as requested by Escrow Agent (the “**Additional Draw Documents**”):

(i) The Approved Draw Request.

(ii) Lien waivers from the Contractor and each subcontractor or other parties reflected on the Approved Draw Request for all sums previously disbursed or to be disbursed under the Approved Draw Request in form and substance reasonably satisfactory to Escrow Agent, together with such statements, affidavits, supporting materials or releases relating to mechanics liens, if any, all if and as required by Escrow Agent. The lien waivers will set forth the amounts to be received from the applicable disbursements, the official capacity of the signatory to the waivers, the name and address of the Project, and be properly acknowledged. Each such lien waiver, whether partial or final, must stipulate that all lien rights are waived with respect to the total amount disbursed up to and including the last date upon which labor or material was supplied and for which payment was made. The parties acknowledge that Escrow Agent's collection of lien waivers does not relieve Borrower and Contractor of responsibility for notifying Escrow Agent of the identity of any suppliers or subcontractors that may have lien rights and from whom Escrow Agent may require lien waivers. Borrower and Contractor remain ultimately responsible for assuring that Contractor and subcontractors pay for all material and services incorporated into the improvements if the providers of such materials and services are not identified to Escrow Agent.

(iii) Approval of such Draw Request by Equity Bridge Lender, CMF Lender and HOME Lender of all items required in connection with a Draw Request pursuant to the Equity Bridge Loan Documents, the CMF Loan Documents, the HOME Loan documents, as applicable.

(e) Following receipt by Lender of notice from Escrow Agent that it is otherwise in a position to issue the required bring-down search, and so long as Lender is satisfied that any Equity Bridge Loan Proceeds, CMF Loan Proceeds, HOME Loan Proceeds and/or Tax Credit Equity is or will be available to timely fund the remaining portion of the Approved Draw, Lender will wire the amount indicated on the Approved Draw Request to be funded by Lender pursuant to this Disbursement Agreement.

(f) Notwithstanding anything herein to the contrary, none of Lender, Equity Bridge Lender, CMF Lender or HOME Lender shall have any obligation to fund unless and until such party is comfortable that the full amount of each of the other sources needed to fund the Approved Draw is or will be timely available for such purpose and all its funding conditions have been satisfied.

12. **Notices.** All notices to be given under this Disbursement Agreement will be deemed to have been given or served upon the addressee following (i) courier delivery by respected courier with evidence of receipt, (ii) overnight delivery by a nationally recognized overnight courier service with evidence of receipt, (iii) deposit in the United States Mail, registered or certified mail (return receipt requested), on the date specified in the return receipt thereto or (iv) by email with evidence of delivery and receipt. Such addresses may be changed by notice given in the same manner.

Borrower:	Arbours at Moores Mill, LLC 242 Inverness Center Drive Birmingham, Alabama 35242 Attention: Samuel T. Johnston
With a copy to:	Compton Jones Drescher LLP 2170 Highland Ave., South, Suite 250 Birmingham, Alabama 35205 Attention: Paul Compton
Escrow Agent:	Pierce Ledyard Johnston, PC 3801 Airport Boulevard Mobile, Alabama 36608 Attention: Goodman G. Ledyard
Lender:	Merchants Capital Corp. 410 Monon Boulevard, 5th Floor Carmel, Indiana 46032 Phone: 317-569-7420 Email: <a href="mailto:mcc-hud-asset-managers@merchantscapital.com">mcc-hud-asset-managers@merchantscapital.com</a> Attention: FHA Asset Management

With a copy to:	Dinsmore & Shohl LLP One Indiana Square Suite 1800 Indianapolis, Indiana 46204 Attention: Michael B. Reichert
Equity Bridge Lender	Wells Fargo Bank, National Association 550 S. Tryon Street 23 <sup>rd</sup> Floor, D1086-239 Charlotte, NC 28202-4200 Attention: CLI Deal Management, Loan No: 1021554
With a copy to:	Wells Fargo Bank, National Association Winston-Salem Loan Center 100 North Main Street, 10 <sup>th</sup> Floor MAC D4001-105 Winston-Salem, North Carolina 27101 Attention: Disbursement Administrator Loan #: 1021554
With a copy to:	Womble Bond Dickinson LLP 555 Fayetteville Street, Suite 1100 Raleigh, North Carolina 27601 Attention: Peter Duffley
CMF Lender:	United Bank 200 E. Nashville Avenue Atmore, Alabama 36502 Attention: Joseph D. Raines
With a copy to:	Stone Crosby, P.C. 126 Courthouse Square Bay Minette, Alabama 36507 Attention: Scott Lewis
HOME Lender:	The City of Huntsville, Alabama Department of Community Development P.O. Box 308 Huntsville, Alabama 35804

Tax Credit Investor: Wells Fargo Bank, National Association  
550 S. Tryon Street  
23<sup>rd</sup> Floor, MAC D1086-239  
Charlotte, NC 28202-4200  
Attention: Director of Tax Credit Asset  
Management

With a copy to: Cannon Heyman & Weiss, LLP  
726 Exchange Street, Suite 500  
Buffalo, NY 14210  
Attn: Constance C. Giessert, Esq.  
Email: [cgiessert@chwattys.com](mailto:cgiessert@chwattys.com)

All such notices and other communications will be deemed effective upon receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request sent.

13. **Charges Paid by Borrower.** Borrower shall pay any title charges, including the cost of bring-down searches that are required in connection with each disbursement of Mortgage Loan Proceeds.

14. **HUD Determination of Amount to be Disbursed; HUD Authority.** For each Draw Request for which HUD approval is required (or requests), the amount of each disbursement of funds shall be determined by HUD; however, prior to the approval of disbursements in an amount which is different than was previously approved by Lender, CMF Lender, HOME Lender, Equity Bridge Lender, Lender shall reasonably endeavor to cause HUD to consider any comments received from Lender, Lender, HOME Lender, Equity Bridge Lender and/or Borrower, and to consult with Lender, Lender, HOME Lender, Equity Bridge Lender and/or Borrower regarding the amount of any disbursement. The parties acknowledge that HUD has sole authority to resolve differences or disputes in the Project inspection process and disbursement of the funds.

15. **Conflict.** Notwithstanding the foregoing, to the extent that any of the provisions of this Disbursement Agreement are inconsistent with any of the provisions of the Mortgage Loan Documents or the Program Obligations (as those terms are defined in the security instrument securing the Mortgage Loan) the provisions of the Mortgage Loan Documents and the Program Obligations shall govern.

16. **Miscellaneous.**

(a) This Disbursement Agreement may be executed in any number of counterparts by the parties. Each of the counterparts will be considered an original, and all counterparts will constitute but one and the same instrument.

(b) Each individual executing this Disbursement Agreement on behalf of a party which is an entity, represents, warrants, and covenants to the other parties that (a) such person is duly authorized to execute and deliver this Disbursement Agreement on behalf of such entity in accordance with the authority granted under the organizational



documents of such entity, and (b) such entity is bound under the terms of this Disbursement Agreement.

(c) No waiver of any term or condition of this Disbursement Agreement, and no waiver of any default or failure of compliance, will be effective unless in writing, and no waiver furnished in writing will be deemed to be a waiver of any other term or provision of any future condition of this Disbursement Agreement. This Disbursement Agreement may not be changed, terminated or modified orally or in any other manner, other than by an agreement in writing signed by the parties, and approved by HUD, if required.

(d) This Disbursement Agreement will be binding upon the parties and their respective successors and assigns; provided, however, the same does not and will not authorize any assignment under this Disbursement Agreement except as provided in this subsection (d). This Disbursement Agreement may be assigned by Lender to any assignee of the mortgagee interest in the Mortgage Loan. Otherwise this Disbursement Agreement will not be assigned by any party without the consent of the other parties (except for any permitted assignment by Lender under the HUD contract of mortgage insurance), but will be enforceable against any approved successors or assigns.

(e) This Disbursement Agreement is only among the parties and is not intended to be, nor will it be construed as being, for the benefit of any third party. This Disbursement Agreement can be amended or modified only by a written amendment signed by all the parties and, if required, approved by HUD.

(f) Neither the execution of this Disbursement Agreement nor the participation in advances of Mortgage Loan Proceeds is intended to be, nor will it be, construed as the formation of a partnership or joint venture between or among Lender, Borrower, Equity Bridge Lender, CMF Lender, HOME Lender and Escrow Agent.

(g) This Disbursement Agreement will be construed according to its fair meaning as if prepared by all parties to this Disbursement Agreement. This Disbursement Agreement will be construed in accordance with the laws of the State of Alabama. The parties agree to submit to the jurisdiction of any state or federal court having competent jurisdiction located in the State of Alabama, and to make no objection to venue therein should any action at law or in equity be necessary to enforce or interpret this Disbursement Agreement. The invalidity or unenforceability of any provision of this Disbursement Agreement will not affect any other provision. If any action at law or in equity is necessary to enforce or interpret the terms of this Disbursement Agreement, the prevailing party in such action will be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding in addition to its recoverable court costs.

(h) Escrow Agent has joined in the execution of this Disbursement Agreement for purposes of acknowledging that Mortgage Loan Proceeds will be funded through Escrow Agent.

(i) The statements and representations contained herein are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**SIGNATURE PAGE TO DISBURSEMENT AGREEMENT**

This Disbursement Agreement has been executed as of the day and year first above written.

**LENDER:**

MERCHANTS CAPITAL CORP.,  
an Indiana corporation

By: \_\_\_\_\_  
Nicole Swentek,  
Senior Vice President

[Signatures continue on following page]

**WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.**

**SIGNATURE PAGE TO DISBURSEMENT AGREEMENT**

**BORROWER:**

ARBOURS AT MOORES MILL, LLC,  
an Alabama limited liability company

By: Moores Mill MM, LLC,  
an Alabama limited liability company,  
its Managing Member

By: \_\_\_\_\_  
Samuel T. Johnston, Authorized Member

[Signatures continue on following page]

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**SIGNATURE PAGE TO DISBURSEMENT AGREEMENT**

**EQUITY BRIDGE LENDER:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
David W. Kautter, Director

[Signatures continue on following page]

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**SIGNATURE PAGE TO DISBURSEMENT AGREEMENT**

**CMF LENDER:**

UNITED BANK

By: \_\_\_\_\_  
JOSEPH D. RAINES,  
Senior Vice President

[Signatures continue on following page]

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**SIGNATURE PAGE TO DISBURSEMENT AGREEMENT**

**HOME LENDER:**

CITY OF HUNTSVILLE, ALABAMA

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

[Signatures continue on following page]

**WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 13 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.**

**SIGNATURE PAGE TO DISBURSEMENT AGREEMENT**

Pursuant to Section 16(h), the undersigned joins in the execution of this Disbursement Agreement.

**ESCROW AGENT:**

PIERCE LEDYARD JOHNSTON, PC

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

**WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 13 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.**



**EXHIBIT "A"**

**Legal Description**

Lot 1A, Arbours At Moores Mill, according to the plat thereof recorded in Plat File # 2021-19664, of the records in the Office of the Judge of Probate, Madison County, Alabama.

**EXHIBIT “B”**

**Sources and Uses and Projected Draw Schedule**

**CONSTRUCTION SCHEDULE CALCULATION**

Draw	Draw Amount	Total Drawn	Percent Drawn	Percent Complete	Investor Equity	Equity Capital Contribution	HOME	1st Mortgage	DDF	UB Loan	Bridge Loan
Initial	\$2,225,294	\$2,225,294	9.68%		\$1,530,294	\$4,002,739	\$420,000	\$25,000	\$0	\$250,000	\$0
Month 1	\$865,566	\$865,566	13.44%	4.17%	\$865,566		\$0	\$0	\$0		\$0
Month 2	\$865,566	\$865,566	17.20%	8.33%	\$865,566		\$0	\$0	\$0		\$0
Month 3	\$865,566	\$865,566	20.97%	12.50%	\$741,313		\$0	\$124,253	\$0		\$0
Month 4	\$865,566	\$865,566	24.73%	16.67%			\$0	\$865,566	\$0		\$0
Month 5	\$865,566	\$865,566	28.49%	20.83%			\$0	\$865,566	\$0		\$0
Month 6	\$865,566	\$865,566	32.26%	25.00%			\$0	\$865,566	\$0		\$0
Month 7	\$865,566	\$865,566	36.02%	29.17%			\$0	\$865,566	\$0		\$0
Month 8	\$865,566	\$865,566	39.78%	33.33%			\$0	\$865,566	\$0		\$0
Month 9	\$865,566	\$865,566	43.55%	37.50%			\$0	\$865,566	\$0		\$0
Month 10	\$865,566	\$865,566	47.31%	41.67%			\$0	\$461,851	\$0		\$403,715
Month 11	\$865,566	\$865,566	51.07%	45.83%			\$0	\$0	\$0		\$865,566
Month 12	\$865,566	\$865,566	54.84%	50.00%			\$0	\$0	\$0		\$865,566
Month 13	\$865,566	\$865,566	58.60%	54.17%			\$0	\$0	\$0		\$865,566
Month 14	\$865,566	\$865,566	62.36%	58.33%			\$0	\$0	\$0		\$865,566
Month 15	\$865,566	\$865,566	66.13%	62.50%			\$0	\$0	\$0		\$865,566
Month 16	\$865,566	\$865,566	69.89%	66.67%			\$0	\$0	\$0		\$865,566
Month 17	\$865,566	\$865,566	73.66%	70.83%			\$0	\$0	\$0		\$865,566
Month 18	\$865,566	\$865,566	77.42%	75.00%			\$0	\$0	\$0		\$865,566
Month 19	\$865,566	\$865,566	81.18%	79.17%			\$0	\$0	\$0		\$865,566
Month 20	\$865,566	\$865,566	84.95%	83.33%			\$0	\$0	\$0		\$865,566
Month 21	\$865,566	\$865,566	88.71%	87.50%			\$0	\$0	\$0		\$865,566
Month 22	\$865,566	\$865,566	92.47%	91.67%			\$0	\$0	\$0		\$865,566
Month 23	\$865,566	\$865,566	96.24%	95.83%			\$0	\$0	\$0		\$865,566
Month 24	\$865,566	\$865,566	100.00%	100.00%			\$0	\$0	\$0		\$865,566
e-Stabilizat	\$2,474,961	\$2,474,961			\$14,938,222	\$14,938,222	\$0	\$0	\$58,378		(\$12,521,639)
al Endorsement								\$305,500	(\$305,500)		\$0
Stabilization	\$1,773,059	\$1,773,059			\$1,072,734	\$1,072,734	\$0	\$0	\$700,325		\$0
	#####				\$20,013,695	\$20,013,695	\$420,000	\$6,110,000	\$453,203	\$250,000	\$12,521,639
Amount Available					\$20,013,695	\$20,013,695	\$420,000	\$6,110,000	\$453,203	\$250,000	\$13,100,000
Amount Remaining					\$0	\$0	\$0	\$0	\$0	\$0	(\$578,361)

## EXHIBIT “C”

### Tax Credit Equity Contribution Schedule

Arbours at Moores Mill			
Tab 2: Equity Contribution Schedule			
LIHTC Summary Report 3.0 for New Construction and Substantial Rehabilitation			
Installment	Amount	% Paid	Major Conditions to be Met*
First	\$4,002,740	20.00%	Initial Endorsement
Second	\$1,529,858	7.64%	Latter of C of O 100% of units; Lien free completion; or eligible basis estimate
Third	\$1,099,993	5.50%	Latter of Final Endorsement; 1.15 DSC 90 days; 100% qualified occupancy; Cost Cert; 8609
Fourth	\$13,381,108	66.86%	Equity Conversion
Fifth	\$0	0.00%	
Sixth	\$0	0.00%	
Seventh	\$0	0.00%	
Eighth	\$0	0.00%	
Ninth	\$0	0.00%	
Tenth	\$0	0.00%	
Total	\$20,013,699	100.00%	

**EXHIBIT J**  
**TO AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ALABAMA**  
**AND ARBOURS AT MOORES MILL, LLC**  
**FOR HOME INVESTMENT PARTNERSHIP (HOME) FUNDS**

**HUD Rider to Restrictive Covenants**

This instrument was prepared by  
And when recorded return to:  
Michael B. Reichert,  
Dinsmore & Shohl LLP  
One Indiana Square, Suite 1800  
Indianapolis, Indiana 46204-4208

#### HUD RIDER TO RESTRICTIVE COVENANTS

This RIDER TO RESTRICTIVE COVENANTS is made as of December 1, 2023 by **ARBOURS AT MOORES MILL, LLC, an Alabama limited liability company** ("Borrower") and the **CITY OF HUNTSVILLE, ALABAMA, a municipal corporation** ("Agency").

WHEREAS, Borrower has obtained financing from **Merchants Capital Corp., an Indiana corporation** ("Lender") for the benefit of the project known as **Arbours at Moores Mill** ("Project"), which loan is secured by a Multifamily **Mortgage**, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of **December 1, 2023**, and recorded in the Recorder's Office of **Madison** County, **Alabama** ("Records") **contemporaneously herewith**, and is insured by the United States Department of Housing and Urban Development ("HUD");

WHEREAS, Borrower has received HOME funds from the Agency, which Agency is requiring certain restrictions be recorded against the Project; and

WHEREAS, Borrower entered into that certain **Declaration of Land Use Restrictive Covenants for Huntsville Alabama HOME Program** ("Restrictive Covenants") with respect to the Project, as more particularly described in Exhibit A attached hereto, dated as of **December \_\_, 2023**, and recorded in the Records.

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means **Merchants Capital Corp., an Indiana corporation**, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act, 12 USC § 1701 *et seq.*, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) The provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency's ability to enforce the terms of the Restrictive

Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower and the Agency acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants ~~will~~ does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.

(f) Except for the Agency's reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized for release by HUD, if the Borrower is a non-profit entity; or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Intentionally Omitted.

The statements and representations contained in this Rider and all supporting documentation thereto are true, accurate, and complete. This certification has been



made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

**Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.**

[Remainder of page intentionally blank; signature pages follow]



**SIGNATURE PAGE OF AGENCY TO  
HUD RIDER TO RESTRICTIVE COVENANTS**

AGENCY:

THE CITY OF HUNTSVILLE ALABAMA

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, 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, 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 this instrument, he/she in his/her capacity as Mayor of the City of Huntsville, Alabama, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Signature

WARNING: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to: 18 USC 1001, 1010, 1012; 31 USC 3729, 3802; 24 CFR Parts 25, 28 and 30; and 2 CFR Parts 180 and 2424.

**Exhibit “A”**  
**Legal Description**

Lot 1A, Arbours At Moores Mill, according to the plat thereof recorded in Plat File # 2021-19664, of the records in the Office of the Judge of Probate, Madison County, Alabama.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-934

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 4 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds.

Resolution No.

**Finance Information:**

**Account Number:** 515520

**City Cost Amount:** \$ 0

**Total Cost:** \$ 0

**Special Circumstances:**

**Grant Funded:** \$ 220,299.95

**Grant Title - CFDA or granting Agency:** CDBG-CV - HUD

**Resolution #:** 22-874

**Location: (list below)**

**Address:** 206 Stokes Street NW, Huntsville, AL 35805

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

**Additional Comments:** Agreement with First Stop, Inc. to modify Resolution No. 22-874 to extend the time of performance for the use of CDBG-CV funds.





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3619

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to execute Modification No. 4 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds.

Resolution No.

**Finance Information:**

**Account Number:** 515520

**City Cost Amount:** \$ 0

**Total Cost:** \$ 0

**Special Circumstances:**

**Grant Funded:** \$ 220,299.95

**Grant Title - CFDA or granting Agency:** CDBG-CV - HUD

**Resolution #:** 22-874

**Location: (list below)**

**Address:** 206 Stokes Street NW, Huntsville, AL 35805

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

**Additional Comments:** Agreement with First Stop, Inc. to modify Resolution No. 22-874 to extend the time of performance for the use of CDBG-CV funds.

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

**WHEREAS**, the City of Huntsville, Alabama previously entered into an agreement between First Stop, Inc., for services pursuant to a grant award for FY19 Community Development Block Grant-Coronavirus (CDBG-CV) No. B-20-MW-01-0005 from the United States Government under Coronavirus Aid, Relief, and Economic Security Act or the "CARES Act," and

**WHEREAS**, First Stop, Inc. requested to amend Section II (TIME OF PERFORMANCE) of their agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor of the City of Huntsville is hereby authorized, requested and directed to execute “Modification No. 4 to the Agreement between the City of Huntsville, Alabama and First Stop, Inc. for the use of CDBG-CV funds,” consisting of two (2) pages, and the date of November 16, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville.

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of The City of Huntsville, Alabama



STATE OF ALABAMA     )

COUNTY OF MADISON    )

**Modification No. 4 to the  
Agreement Between the City of  
Huntsville, Alabama and First  
Stop, Inc. for the use of CDBG-CV  
funds.**

**MODIFICATION NO. 4**

**THIS MODIFICATION NO. 4 IS MADE TO THE AGREEMENT** entitled  
“Agreement Between the City of Huntsville, Alabama and First Stop, Inc., as approved by  
Resolution No. 21-1036 and modified by Resolution No. 22-335, Resolution No. 22-454, and  
Resolution No.22-874, for the use of CDBG-CV funds” as referenced above and is entered into  
on this the 16th day of November, 2023 by and between the City of Huntsville, Alabama (City)  
and First Stop, Inc. (Agency).

**WITNESSETH**

**WHEREAS**, the Agency has indicated a need to amend their Time of Performance  
(Section II);

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained  
herein and for other good and valuable consideration, the receipt and sufficiency of which is  
hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

Effective November 16, 2023, the Time of Performance (Section II) of the Agreement is deleted  
and replaced with the following:

**I. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the October 14, 2021 and end on the May 31, 2024.  
The term of this Agreement and the provisions herein shall be extended to cover any additional  
time period during which the Subrecipient remains in control of CDBG-CV funds. The  
Subrecipient shall forfeit all funds not expended by the end of the term of this Agreement.

\_\_\_\_\_  
President of City Council of the City of  
Huntsville, Alabama  
Date: November 16, 2023

The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, standing, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

All other terms and conditions of the Original Agreement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this agreement, consisting of this page and one (1) preceding page, on the 16th day of November, 2023.

**THE CITY OF HUNTSVILLE**


\_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

**ATTEST:**

\_\_\_\_\_  
Shaundrika Edwards, City Clerk  
City of Huntsville, Alabama

**FIRST STOP, INC.**

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

**ATTEST:**   
By: \_\_\_\_\_  
First Stop, Inc.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-935

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an 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 6211 Hollow Road NW.

Resolution No.

**Finance Information:**

**Account Number:** M21-MC010201

**City Cost Amount:** \$ 0

**Total Cost:** \$ 237,187.00

**Special Circumstances:**

**Grant Funded:** \$ 237,187.00

**Grant Title - CFDA or granting Agency:** HOME Entitlement

**Resolution #:** N/A

**Location: (list below)**

**Address:** 6211 Hollow Road NW

**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:** 11/16/2023

**File ID:** TMP-3612

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**Department:** Community Development

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into an 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 6211 Hollow Road NW.

Resolution No.

**Finance Information:**

**Account Number:** M21-MC010201

**City Cost Amount:** \$ 0

**Total Cost:** \$ 237,187.00

**Special Circumstances:**

**Grant Funded:** \$ 237,187.00

**Grant Title - CFDA or granting Agency:** HOME Entitlement

**Resolution #:** N/A

**Location: (list below)**

**Address:** 6211 Hollow Road NW

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

**Additional Comments:**



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

**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 6211 Hollow Road 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 November 16, 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 16th day of November 2023

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

**APPROVED** this the 16th day of November 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  
6211 HOLLOW ROAD NW**

THIS AGREEMENT, entered into this the 16th day of November 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 **\$237,187.00** 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.

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**President of the City Council  
City of Huntsville, Alabama  
Date: November 16, 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 6211 Hollow Road NW, within the City limits of Huntsville, AL and the CITY will provide a maximum of **\$237,187.00** in HOME funds for this purpose.

- IV. **TIME OF PERFORMANCE.** All activities to be undertaken by the DEVELOPER will be undertaken beginning on November 16, 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, 2026. All documentation shall be completed no later than June 1, 2026.

The DEVELOPER shall perform according to the following schedule:

<u><b>Program Element</b></u>	<u><b>Deadline</b></u>
• Execute Contract for Project	November 16, 2023
• Project Start Date	November 16, 2023
• Project Homeownership Sale Started	November 16, 2023
• Pre-construction Conference	January 1, 2024
• Construction Completion Date	March 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 **\$237,187.00** (Two-hundred thirty-seven thousand, one-hundred eighty-seven dollars and 00\100) depending on funding availability (*hereinafter "Grant"*) for performance under this Agreement, as follows:

- A. Based on the approved budget, partial payments shall be made upon presentation of (i) purchase agreements and invoices, and/or (ii) other source documents. Payments will be made on a reimbursement basis for eligible expenses actually incurred by the DEVELOPER.
- B. All payments under this agreement are subject to receipt by the City of sufficient federal funds for the HOME Investment Partnership program. HOME Investment Partnership funds shall be drawn from the U.S. Treasury by the City through the Integrated Disbursement and Information System (IDIS). The City shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the City as approved by HUD. Any termination, reduction or delay of receipt of HOME Investment Partnership funds to the City shall, at the option of the City, result in the termination, reduction or delay of HOME Investment Partnership funds to the DEVELOPER.
- C. Funds provided to the DEVELOPER shall be deposited within 10 business days from the date of disbursement to the DEVELOPER by the City.
- D. The Home funds disbursed pursuant to this Agreement shall be utilized as follows:

6211 Hollow Road NW

**One 3-bedroom Home**

Land	\$40,000.00
Construction	\$145,000.00
Fees & Professional Services	\$1,250.00
Contingency	\$20,000.00
<b>Total Construction</b>	<b>\$206,250.00</b>
Developer Fee (15%)	\$30,937.00
<b>Total Projected Cost</b>	<b>\$237,187.00</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	\$237,187.00
<b>TOTAL</b>		<b>\$237,187.00</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 DEVELOPER 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 DEVELOPER will not subcontract with any subcontractor where the

DEVELOPER has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- D. The DEVELOPER 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 16th day of November 2023.

**THE CITY OF HUNTSVILLE, ALABAMA**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk  
City of Huntsville, Alabama

**FAMILY SERVICES CENTER, INC.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_



## **Exhibit “A”**

### **Deed Restriction**

It is understood and agreed that federal HOME funds in the amount of \_\_\_\_\_ have been provided by the City of Huntsville, Alabama through 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**

**6211 HOLLOW ROAD 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:** 11/16/2023

**File ID:** 2023-936

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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 Oakwood University, Inc.

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:**

Formal operational agreement for cooperative efforts between the Huntsville Police Department and Oakwood University. There is no money involved in this MOU.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3603

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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 Oakwood University, Inc.

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:**

Formal operational agreement for cooperative efforts between the Huntsville Police Department and Oakwood University. There is no money involved in this MOU.



**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 Memorandum of Understanding by and between the City of Huntsville and Oakwood University, Inc., an Alabama non-profit corporation, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding Between the City of Huntsville, Alabama and Oakwood University, Inc." consisting of Five (5) pages, and the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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Mayor of the City of  
Huntsville, Alabama

**Memorandum of Understanding  
Between the City of Huntsville, Alabama  
and Oakwood University, Inc.**

**This Memorandum of Understanding** (this "Agreement") is made and entered into this 16th day of November, 2023, by and between the City of Huntsville, Alabama, a municipal corporation within the State of Alabama (the "City") and Oakwood University, Inc., an Alabama non-profit corporation ("Oakwood").

**WHEREAS**, the City maintains and operates a police department charged with the responsibility of carrying out law enforcement duties for the City; and

**WHEREAS**, Oakwood maintains and operates a police department charged with the responsibility of carrying out law enforcement duties for Oakwood; and

**WHEREAS**, there is some overlap in the jurisdiction of the two departments, particularly regarding Oakwood's campus property; and

**WHEREAS**, the parties have certain common interests in the safety of students, faculty, staff, visitors, and others affiliated with Oakwood, and the citizens of the City; and

**WHEREAS**, the common good would be served by an agreement between the parties outlining responsibilities with respect to property owned and controlled by Oakwood, and the areas in the City contiguous or closely located to the main campus of Oakwood, having an address of 7000 Adventist Boulevard, Huntsville, Alabama 35896.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein set forth, and other good and sufficient consideration, it is agreed by and between the parties as follows:

**I. Purpose**

The purpose of this Agreement is to formalize and solidify an informal working relationship that has been longstanding between the Huntsville Police Department ("HPD") and

1

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, AL  
Date: \_\_\_\_\_

the Oakwood University Police Department ("OUPD"), formerly known as Oakwood College Security, Oakwood College Campus Safety, and Oakwood University Public Safety. The Agreement will establish an operational framework for ongoing cooperative efforts.

## **II. Jurisdiction**

The OUPD will have primary jurisdiction for handling all law enforcement matters that do not exceed the experience and resources of the OUPD, and which are authorized by State and Federal law, as determined on a case by case basis by the OUPD. Such matters that the OUPD may have primary jurisdiction for include, but are not limited to, the cursory response and investigation of campus crimes as such as thefts, fraud, forgery, criminal mischief, assaults, disorderly conduct, possession of illegal drugs, criminal trespass, etc. Crimes that may indicate a pattern, involve multiple non-campus affiliated suspects, or may incur extensive investigation external to campus, may be referred to the HPD for assistance and co-investigation.

The HPD will have primary jurisdiction for handling law enforcement matters dealing with crimes of violence resulting in significant injury or death, including homicides, and attempted homicides; sexual assault; aggravated robbery; aggravated assault; crimes involving the use of weapons; suicides; unattended deaths; industrial accidents; an OUPD officer involved shooting; major allegation of misuse of force; or a significant internal affairs investigation where there is a need for increased objectivity, or when such an investigation may exceed the resources and experience of the OUPD. Significant injury, for purposes of this Agreement, is defined as injuries requiring hospitalization and / or emergency medical treatment. HPD's jurisdiction pursuant to this paragraph may be initiated by a written request by Oakwood or OUPD for involvement by HPD. HPD shall have full discretion as to whether it will assume said jurisdiction.

With respect to criminal events occurring off campus, even if Oakwood students and/or employees are involved, the HPD will have primary jurisdiction.

## **III. Mutual Assistance**

In accordance with the legislation (Alabama Act 2009-739) that led to the creation of the OUPD, the OUPD shall provide assistance as requested by the HPD within the limits of the OUPD resources and experience.

The OUPD will provide traffic control at the main entrance to campus, at Wynn Drive & Adventist Blvd, and at Millennium Dr. & Adventist Blvd., for Oakwood sponsored events in and around the campus property with advance notification to the HPD. Such events may include fun runs, hikes, class walking trips to the cemetery, etc.

The HPD may provide assistance to the OUPD in situations involving special operations where the Incident Command System may be employed involving a unified command. Such special operations may include anticipated demonstrations on or near campus, and/or presence of high profile individuals and dignitaries, etc.

#### **IV. Special Events**

The OUPD will provide advance notice to HPD of all special events sponsored by Oakwood that may involve a large convocation that may impact traffic in and around campus, involve crowd control, or increase potential for criminal behavior. A written special operations plan will be provided to HPD prior to each event. Such events may include camp meeting, graduation, alumni weekend, etc.

#### **V. Mutual Cooperation**

Members of the OUPD and HPD will conduct their interactions in a professional, collegial, and respectful manner at all times. Problems or issues relating to this Agreement or interaction between the party agencies and / or their members will be addressed in a timely manner at an appropriate level of supervision.

#### **VI. Independent Relationship**

Neither party shall have the power or authority to create any obligation on behalf of the other, either expressed or implied. Neither Oakwood nor the OUPD nor any of their respective officers, employees, agents or representatives shall be responsible for the manner in which the HPD conducts its operations, and the HPD, its officers, employees, agents and representatives shall not be construed as employees, agents or representatives of Oakwood or of the OUPD for any purpose. Similarly, neither the City nor the HPD nor any of their respective officers, employees, agents, or representatives shall be responsible for the manner in which the OUPD conducts its operations, and the OUPD, its officers, employees, agents and representatives shall

not be construed as employees, agents or representatives of the City or of the HPD for any purpose.

#### **VII. Expenses and Compensation**

When OUPD or HPD provides services under this Agreement in response to a criminal incident, an emergency, or any other situation, each agrees to bear its own costs associated with such services. These costs shall include compensation costs for law enforcement and related personnel, financial obligations arising out of the injury or death of such personnel, the costs of maintaining, repairing, or replacing equipment used, etc.

Additionally, each party shall be solely liable for any and all worker's compensation benefits for personnel who are employed by them and are injured in the course and scope of performing any duties or responsibilities pursuant to this agreement.

#### **VIII. Waiver of Claims**

Each party to this Agreement waives any and all claims against the other Party to this Agreement which may arise out of their activities with respect to this Agreement.

#### **IX. Terms of Agreement**

Either party may terminate this Agreement upon 30 days written notice to the other.

#### **X. Severability**

If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of the Agreement, to the extent practicable shall remain in full force and effect.

#### **XI. Other Provisions**

- A. This Agreement does not confer any rights or benefits on any third party.
- B. The Agreement may be amended at any time by mutual written consent of both parties.
- C. This Agreement does not create a duty to respond when requested by either party.
- D. This Agreement constitutes the entire agreement between the parties and supersedes

any and all other agreements, either oral or written, between the parties hereto with respect to the matters addressed herein.

**XII. Duplicate Originals**

This Agreement is executed in two counterparts, each one of which shall be deemed an original for each party.

**XIII. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and date heretofore set forth:

**CITY OF HUNTSVILLE, ALABAMA**

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

Printed Name: Tommy Battle, Mayor

**OAKWOOD UNIVERSITY, INC.**

By: Leslie N. Pollard

Printed Name: Leslie N. Pollard, President



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-937

---

**Department:** Public Works

**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, SJ&L General Contractors, LLC for the provision of services for the Resurfacing of Residential Streets FY2024 Phase 1 project.

Resolution No.

**Finance Information:**

**Account Number:** 3020-55-00000-516020-00000000

**City Cost Amount:** \$ 6,459,821.58

**Total Cost:** \$ 6,459,821.58

**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 68 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:** 11/16/2023

**File ID:** TMP-3605

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**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, SJ&L General Contractors, LLC for the provision of services for the Resurfacing of Residential Streets FY2024 Phase 1 project.

Resolution No.

**Finance Information:**

**Account Number:** 3020-55-00000-516020-00000000

**City Cost Amount:** \$ 6,459,821.58

**Total Cost:** \$ 6,459,821.58

**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 68 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, SJ&L General Contractors, LLC in the amount of SIX MILLION FOUR HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS AND 58/100 (\$6,459,821.58), for the Resurfacing of Residential Streets FY2024 Phase 1 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 SJ&L General Contractors, LLC, for Resurfacing of Residential Streets FY2024 Phase 1 project" consisting of a total of one (1) page plus fifty-six (56) 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. 3-2024-55 issued October 6, 2023, Pre-Bid Meeting Minutes, all addenda, E-Verify MOU, Alabama Secretary of State registration, and the date of November 16, 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 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

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Mayor of the City of Huntsville, Alabama



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: November 2, 2023  
FROM: CHRIS McNEESE DEPT: PUBLIC WORKS SERVICES  
BID #: \_\_\_\_\_ COMMODITY/SERVICE: RESURF/RESID ST FY24, PH1

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND SJ&L GENERAL CONTRACTORS,LLC

RECOMMENDATION: It is recommended that SJ&L General Contractors, LLC, be awarded the bid for Resurfacing of Residential Streets, FY24, Phase 1

DESCRIPTION	PRICE	UOM	COMMENT
Refer to Attached Appendix "C" Supplement			
Schedule of Bid Quantities			

INITIAL PURCHASE: \$6,459,821.58  
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: 2023.11.02 09:40:45 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy  
Date: 2023.11.02 10:49:59 -05'00'

11/02/2023

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)

CONTRACT BETWEEN THE CITY OF HUNTSVILLE

AND

SJ&L GENERAL CONTRACTORS, LLC

FOR

Resurfacing of Residential Streets FY2024 Phase 1

STATE OF ALABAMA}

MADISON COUNTY}

THIS CONTRACT, made and entered into this 16<sup>th</sup> day of November 2023 between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and SJ&L GENERAL CONTRACTORS, LLC, sometimes referred to herein as Contractor.

-WITNESSETH-

WHEREAS, the City desires to install, construct or make certain improvements known as **Resurfacing of Residential Streets FY2024 Phase 1** 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. 3-2024-55 issued on October 6, 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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures by facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

  
SJ&L General Contractors, LLC

BY:

Tommy Battle  
Mayor

  
Printed Name and Date

Shuandrika 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:** SJL General Contractor, LLC  
(NAME)  
2317 Maridian Street # 25 Huntsville AL 35811  
(ADDRESS)

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

### **Resurfacing of Residential Streets 2024 Phase 1**

**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, **in digital format ONLY**, 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 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

Jacky Eekes / Vice President  
Print or Type Name of Proposer

10/19/23  
Date

Addendum No.	Date Received
1	10/5/23
2	10/13/23
3	10/16/23
4	10/18/23

SS&L General Contractor, LLC  
Legal Name of Firm

2317 Meridian Street # 25  
Mailing Address

Huntsville AL 35811  
City, State, Zip Code

(931) 433-4660 / (931) 438-8390  
Phone and Fax

josh@sjandl.com  
Email Address

sjandl.com  
Website Address

**APPENDIX C  
BIDDER PRICING FORM – BID QUANTITIES**

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 A-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.

ONLY a digital/electronic copy of 'Appendix C Supplement – Schedule of Bid Quantities', must be submitted as part of the bid packet. The digital/electronic copy shall be submitted on a CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the bid solicitation platform, Bidnet Direct, at <https://www.bidnetdirect.com/alabama/cityofhuntsville>. 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. The bid must be submitted from the file 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 file in any manner. If a price discrepancy between the total base bid price detailed below and the total on the CD-RW, then total base bid price detailed below shall prevail.

**Total Base Bid (Inclusive of ALL Streets Listed on  
Appendix C Supplement – Schedule of Bid Quantities)**

**\$ 6,459,821.58**

**Attached Excel Spreadsheet titled 'Appendix C Supplement – Schedule of Bid Quantities'  
must be completed and returned, in digital format, with bid proposal packet.**

I attest by signing this form that I have completed the required Appendix C Supplement – Schedule of Bid Quantities and understand that total bid pricing detailed above reflects the cumulative total of the pricing detailed on schedule. I understand the Appendix C Supplement – Schedule of Bid Quantities is hereby made part of the bid proposal and subsequent contract.

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees 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.

Signature of the Proposer

Jacky Edges / Vice President  
Print or Type Name of Proposer

10/19/23  
Date

SJ&L General Contractor, LLC  
Legal Name of Firm

2317 Meridian Street #25  
Mailing Address

Huntsville AL 35811  
City, State, Zip Code

josh@sjandl.com  
Email 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	2122088	Huntsville AL 35811	Concrete
Storm Drainage				
Sanitary Sewer				
Shoring/Monitoring				
Retaining Walls				
Bridges				
Railroads				
Traffic (signals, loops)				
Street Lights				
Electrical	BAT Traffic Solutions	5-55369	Ardmore AL 35739	Traffic Loops
Water				
Asphalt				
Landscaping (Trees, grassing)				
Irrigation				
Striping	JC Cheek	11303	Kosciusko MS 39090	striping
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. Diamond Drive Sidewalk Improvements  
GW Jones + Sons Consulting  
401 Franklin Street Huntsville AL  
Mr. Mark Vokely (256) 533-3311
2. Mt Zion Road Improvements (ACGBB87-4500(205) Madison Co)  
AL DOT  
1409 Coliseum Blvd Montgomery AL 36136  
Mr. Royce Latham (256) 746-6787
3. Parkview Medical Center Improvements  
Burkett Construction Company  
PO Box 1441  
Huntsville AL 35807  
Mr. Lee Burkett (256) 536-9351
4. Wetland Mitigation - Redstone Arsenal  
Chugach Support Services  
4323 c-1 Pigney Road Redstone Arsenal Alabama 35898  
David Olinburg (256) 882-0038
5. Roadway Improvements  
Stan Hogen  
698 Hines Street Athens AL  
Stan Hogen - HMCIAA (256) 679-7152



**APPENDIX G**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

SJ&L General Contractor, LLC

Doing-Business-As Name of Proposer:

SJ&L General Contractor, LLC

Principal Office Address:

2317 Meridian Street # 25  
Huntsville AL 35811

Telephone Number:

(931) 433-4660

Fax Number:

(931) 438-8390

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

Corporation

\_\_\_\_\_

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

X LLC

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

2003

Location of incorporation:

Alabama

The corporation is held:

Publicly \_\_\_\_\_ Privately X

Names and titles of corporate officers:

Lise Edges - President

Jacky Edges - Vice President

Josh Chandler - Vice President

Partnership Statement

If a partnership, answer the following:



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

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 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.

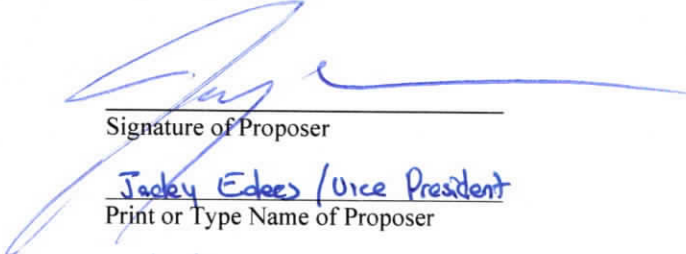
I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

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

By signing this submittal, the Bidder understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

I affirm that I understand and agrees 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.

  
Signature of Proposer

Jackey Edrees / Vice President  
Print or Type Name of Proposer

10/19/23  
Date

SJDL General Contractor, LLC  
Legal Name of Firm

2317 Meridian Street # 25  
Mailing Address

Huntsville AL 35811  
City State Zip Code

(931) 433-4660 / (931) 438-8390  
Phone Fax

josh@sjendl.com  
Email Address

sjendl.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): SJ&L 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 (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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: <u>AI - 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: Jadey Eabo Date: 10/19/23



## Alabama Secretary of State



SJ&L General Contractor, LLC	
Entity ID Number	000 - 693 - 727
Entity Type	Domestic Limited Liability Company
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	10/02/2003
Registered Agent Name	EAKES, JACKY STEVEN
Registered Office Street Address	2317 MERIDIAN ST #25 HUNTSVILLE, AL 35811
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Members	
Member Name	EAKES, JACKY STEVEN
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	EAKES, LISA DIANNE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <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.	
Report Year	<a href="#">2022</a>
Scanned Documents	
Document Date / Type / Pages	<a href="#">10/02/2003 Certificate of Formation 2 pgs.</a>

[Browse Results](#)
[New Search](#)



## Search

Business Name

SJ&L

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

SEARCH

RESET

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
SJ&L General Contractor LLC		Open	03/02/2012		20 to 99	1	AL

Showing 1 to 1 of 1 entries. [CSV](#)

APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #1 Augusta Trc SE (Length 2,475 , Width 26' ) From End of Street to End of Street				
1	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	700	TON	\$84.58	\$59,206.00
2	Milling 0-2" Total Mill	8,300	SY	\$0.26	\$2,158.00
3	Milling 2-4" Total Mill	1	SY	\$0.26	\$0.26
4	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$88.37	\$4,418.50
5	Manhole Riser	10	EA	\$305.97	\$3,059.70
6	Manhole Adjustment	1	EA	\$649.83	\$649.83
7	Inlets	1	EA	\$2,634.95	\$2,634.95
8	Delineaters	1	EA	\$163.34	\$163.34
9	New 22' Flat Topped Speed Table	1	EA	\$6,137.93	\$6,137.93

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Resurfacing of Residential Streets-2024, Phase 1					
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Revised October 16, 2023					
UNIT BID SHEET					
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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
10	Remove Only Existing Speed Cushions	1	EA	\$256.37	\$256.37
11	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	15	SY	\$170.74	\$2,561.10
12	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	330	LF	\$70.62	\$23,304.60
13	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	160	LF	\$68.51	\$10,961.60
14	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	1	SY	\$160.21	\$160.21
15	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,073.18	\$8,292.72
	TOTAL Street #1 Augusta Trc SE From End of Street to End of Street				\$123,965.11
	Street #2 Bluejay Ct (Length 200', Width 27') From Barren Fork Blv to Cul-De-Sac				

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
16	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	100	TON	\$96.76	\$9,676.00
17	Milling 0-2" Total Mill	1,010	SY	\$0.26	\$262.60
18	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	10	TON	\$62.97	\$629.70
19	Manhole Riser	2	EA	\$305.97	\$611.94
20	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$170.75	\$3,415.00
21	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	85	LF	\$70.62	\$6,002.70
22	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	\$68.51	\$2,740.40
23	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #2 Bluejay Ct From Barren Fork Blv To Cul-De-Sac				\$27,484.70
	Street #3 Buford St NW (Length 1,175', Width 31') From Demasters Ave to Oakwood Ave				
24	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	365	TON	\$81.60	\$29,784.00
25	Milling 0-2" Total Mill	4,100	SY	\$0.26	\$1,066.00
26	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$60.67	\$1,516.75
27	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	50	SY	\$170.75	\$8,537.50
28	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	70	LF	\$68.51	\$4,795.70
29	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	75	SY	\$160.21	\$12,015.75

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #3 Buford St NW From Demasters Ave to Oakwood Ave Ne				\$57,715.70
	Street #4 Calumet Dr SE (Length 2,850', Width 26') From Cove Creek Dr to End of Street				
30	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	700	TON	\$84.58	\$59,206.00
31	Milling 0-2" Total Mill	8,300	SY	\$0.26	\$2,158.00
32	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$88.37	\$4,418.50
33	Manhole Riser	11	EA	\$305.97	\$3,365.67
34	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	57	SY	\$170.74	\$9,732.18
35	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	270	LF	\$70.62	\$19,067.40

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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
36	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	240	LF	\$68.51	\$16,442.40
37	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
	TOTAL Street #4 Calumet Dr SE From Cove Creek Dr to End of Street				\$119,797.07
	Street #5 Cedarama Dr (Length 810, Width 14) From Memorial Pky NW to End of Street				
38	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	125	TON	\$105.22	\$13,152.50
39	Milling 0-2" Total Mill	1,300	SY	\$0.26	\$338.00
40	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
	TOTAL Street #5 Cedarama Dr From Memorial Pky to End of Street				\$15,026.50

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #6 Chadwell Rd SW (Length 2,750', Width 28') From Graycroft Dr SW to Queensbury Dr SW				
41	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	750	TON	\$82.11	\$61,582.50
42	Milling 0-2" Total Mill	8,650	SY	\$0.26	\$2,249.00
43	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
44	Manhole Riser	5	EA	\$305.97	\$1,529.85
45	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	320	SY	\$170.74	\$54,636.80
46	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	120	LF	\$70.62	\$8,474.40
47	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	2,600	LF	\$68.51	\$178,126.00

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Resurfacing of Residential Streets-2024, Phase 1					
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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
48	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	2	SY	\$160.21	\$320.42
49	Speed Cushions/Removal Only	1	EA	\$256.37	\$256.37
50	Install New 22 Inch Flat Topped Speed Table	1	EA	\$6,137.93	\$6,137.93
51	Solid Class 2 Traffic Stripe	0.150	MI	\$4,742.93	\$711.44
52	Solid Temporary Traffic Stripe	0.310	MI	\$1,580.97	\$490.10
53	Traffic Control Markings	300	SF	\$8.43	\$2,529.00
54	Raised Traffic Markers	55	EA	\$8.43	\$463.65
55	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18
56	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,703.46	\$2,703.46

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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #6 Chadwell Rd SW From Graycroft Dr SW to Queensbury Dr SW				\$323,820.10
	Street #7 Chicamauga Trl (Length 2,200', Width 26') From Hillwood Dr SE to Mountain Gap Rd				
57	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	550	TON	\$80.48	\$44,264.00
58	Milling 0-2" Total Mill	6,500	SY	\$0.26	\$1,690.00
59	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
60	Manhole Riser	7	EA	\$305.97	\$2,141.79
61	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	135	SY	\$170.74	\$23,049.90
62	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$70.62	\$5,649.60

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Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
63	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	310	LF	\$68.51	\$21,238.10
64	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,073.18	\$8,292.72
	TOTAL Street #7 Chicamauga Trl From Hillwood Dr SE to Mountain Gap Rd				\$107,900.36
	Street #8 Cobb Rd (Length 500', Width 22') From Drake Ave to Hood Rd SW				
65	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	125	TON	\$82.11	\$10,263.75
66	Milling 0-2" Total Mill	1,250	SY	\$0.26	\$325.00
67	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$87.07	\$6,530.25
68	Manhole Riser	2	EA	\$305.97	\$611.94

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Resurfacing of Residential Streets-2024, Phase 1					
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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
69	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
70	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	20	LF	\$68.51	\$1,370.20
71	Handicap Ramps with ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SM 612 Index #726)	2	EA	\$2,073.18	\$4,146.36
72	Solid Class 2 Traffic Stripe	0.180	MI	\$4,742.89	\$853.72
73	Solid Temporary Traffic Stripe	0.370	MI	\$1,580.97	\$584.96
74	Traffic Control Markings	40	SF	\$8.43	\$337.20
75	Raised Traffic Markers	10	EA	\$8.43	\$84.30
TOTAL Street #8 Cobb Rd From Drake Ave to Hood Rd SW					\$27,932.48
Street #9 Colonial Park Cir (Length 350', Width 18') From Hood Rd SW to End of Street					

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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
76	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	90	TON	\$86.87	\$7,818.30
77	Milling 0-2" Total Mill	800	SY	\$0.26	\$208.00
78	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
TOTAL Street #9 Colonial Park Cir From Hood Rd SW to End of Street					\$9,562.30
Street #10 Conrad Dr (Length 1,900', Width 26') From Hemlock Dr to Bain Dr					
79	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	490	TON	\$80.46	\$39,425.40
80	Milling 0-2" Total Mill	5,600	SY	\$0.26	\$1,456.00
81	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$88.37	\$6,627.75
82	Manhole Riser	5	EA	\$305.97	\$1,529.85

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ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
83	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	300	SY	\$170.74	\$51,222.00
84	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	500	LF	\$68.51	\$34,255.00
	TOTAL Street #10 Conrad Dr From Hemlock Dr to Bain Dr				\$134,516.00
Street #11 Crestfield Dr (Length 4,700', Width 26') From Curtis Dr to Mountain Gap Rd					
85	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,200	TON	\$80.51	\$96,612.00
86	Milling 0-2" Total Mill	14,000	SY	\$0.26	\$3,640.00
87	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
88	Manhole Riser	13	EA	\$305.97	\$3,977.61

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
89	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	500	SY	\$170.74	\$85,370.00
90	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
91	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	1,000	LF	\$68.51	\$68,510.00
92	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	15	SY	\$160.21	\$2,403.15
93	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
94	Speed Cushions/Removal Only	4	EA	\$256.38	\$1,025.52
95	Install New 22 Inch Flat Topped Speed Table	4	EA	\$4,693.66	\$18,774.64
96	Traffic Control Markings	60	SF	\$8.43	\$505.80

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
97	Raised Traffic Markers	25	EA	\$8.43	\$210.75
	TOTAL Street #11 Crestfield Dr From Curtis Dr SE to Mountain Gap Rd				\$289,574.88
	Street #12 Cumberland Dr SE (Length 2,750', Width 26') From Curtis Dr to End of Street				
98	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	700	TON	\$80.46	\$56,322.00
99	Milling 0-2" Total Mill	8,100	SY	\$0.26	\$2,106.00
100	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$88.37	\$2,209.25
101	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	220	SY	\$170.74	\$37,562.80
102	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	350	LF	\$68.51	\$23,978.50
	TOTAL Street #12 Cumberland Dr SE From Curtis Dr to End of Street				\$122,178.55

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street # 13 Deerfield Rd NW (Length 2,000', Width 26') From Pueblo Dr NW to Valley Park Dr NW				
103	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	530	TON	\$80.22	\$42,516.60
104	Milling 0-2" Total Mill	6,000	SY	\$0.26	\$1,560.00
105	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$60.67	\$3,033.50
106	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$170.75	\$3,415.00
107	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	\$70.62	\$2,118.60
108	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	170	LF	\$68.51	\$11,646.70
	TOTAL Street #13 Deerfield Rd NW From Pueblo Dr NW to Valley Park Dr NW				\$64,290.40

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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #14 Dellwood Rd SE (Length 2,704', Width 20'-26') From Willow Hills Dr SE to Valley View Dr SE				
109	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	550	TON	\$80.48	\$44,264.00
110	Milling 0-2" Total Mill	6,400	SY	\$0.26	\$1,664.00
111	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
112	Manhole Riser	6	EA	\$305.97	\$1,835.82
113	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$170.75	\$3,415.00
114	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
115	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	140	LF	\$68.51	\$9,591.40

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
116	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
	TOTAL Street #14 Dellwood DR NW From Willow Hills Dr SE to Valley View Dr SE				\$69,315.63
	Street # 15 Diamond Dr NW (Length 2,900', Width 49') From Old Madison Pk NW to Quality Cir NW				
117	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,460	TON	\$80.80	\$117,968.00
118	Milling 0-2" Total Mill	17,400	SY	\$0.26	\$4,524.00
119	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$86.84	\$4,342.00
120	Manhole Riser	1	EA	\$305.97	\$305.97
121	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	170	LF	\$70.62	\$12,005.40

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
122	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.51	\$6,851.00
123	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	6	EA	\$2,073.18	\$12,439.08
124	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,273.44	\$4,546.88
125	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
126	Q Loops	3	EA	\$1,370.18	\$4,110.54
127	Solid Class 2 Traffic Stripe	1.550	MI	\$4,742.92	\$7,351.53
128	Solid Temporary Traffic Stripe	3.060	MI	\$1,580.97	\$4,837.77
129	Broken Class 2 Traffic Stripe	1.550	MI	\$2,898.45	\$4,492.60

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Resurfacing of Residential Streets-2024, Phase 1					
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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
130	Broken Temporary Traffic Stripe	3.060	MI	\$1,580.97	\$4,837.77
131	Traffic Control Markings	950	SF	\$8.43	\$8,008.50
132	Traffic Control Legends	50	SF	\$8.43	\$421.50
133	Dotted Traffic Stripe	525	LF	\$3.69	\$1,937.25
134	Raised Traffic Markers	610	EA	\$8.43	\$5,142.30
TOTAL Street #15 Diamond Dr NW From Old Madison Pk NW to Quality Cir NW					\$209,529.00
Street #16 Eagle Trl (Length 350', Width 28') From Barren Fork Blv To Cul-De Sac					
135	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	190	TON	\$96.53	\$18,340.70
136	Milling 0-2" Total Mill	2,000	SY	\$0.26	\$520.00
137	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	15	TON	\$62.97	\$944.55

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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
138	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	25	SY	\$170.74	\$4,268.50
139	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
140	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	\$68.51	\$3,425.50
141	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
TOTAL Street #16 Eagle Trl From Barren Fork Blv to Cul-De-Sac					\$38,707.61
Street #17 Eighth Ave (Length 3,325', Width 20') From Fourteenth St SW to Triana Blv SW					
142	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	675	TON	\$78.07	\$52,697.25
143	Milling 0-2" Total Mill	7,850	SY	\$0.26	\$2,041.00

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
144	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$86.07	\$4,303.50
145	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	140	LF	\$70.62	\$9,886.80
146	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.51	\$6,851.00
147	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	6	EA	\$2,073.18	\$12,439.08
TOTAL Street #17 Eighth Ave SW From Fourteenth St SW to Triana Blv SW					\$88,218.63
Street #18 Elm Ridge Blv (Length 2,050', Width 26') From Lake Forest Blv to Cul-De-Sac					
148	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	590	TON	\$83.22	\$49,099.80
149	Milling 0-2" Total Mill	6,800	SY	\$0.26	\$1,768.00

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
150	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$88.37	\$4,418.50
151	Manhole Riser	10	EA	\$305.97	\$3,059.70
152	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
153	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	110	LF	\$68.51	\$7,536.10
154	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
TOTAL Street #18 Elm Ridge Blv From Lake Forest Blv Cul-De-Sac					\$78,351.02
Street #19 England St NE (Length 4950', Width 26') From Wells Ave SE to Oakwood Ave NE					
155	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,200	TON	\$78.50	\$94,200.00

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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
156	Milling 0-2" Total Mill	14,500	SY	\$0.26	\$3,770.00
157	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$61.44	\$3,072.00
158	Manhole Riser	2	EA	\$305.97	\$611.94
159	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	25	SY	\$170.74	\$4,268.50
160	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	160	LF	\$70.62	\$11,299.20
161	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	260	LF	\$68.51	\$17,812.60
162	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	26	EA	\$2,073.18	\$53,902.68
TOTAL Street #19 England St NE From Wells Ave SE to Oakwood Ave NE					\$188,936.92

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #20 Finch Ct (Length 200', Width 28') From Barren Fork Blv to End of Street				
163	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	100	TON	\$96.76	\$9,676.00
164	Milling 0-2" Total Mill	1,050	SY	\$0.26	\$273.00
165	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	10	TON	\$62.97	\$629.70
166	Manhole Riser	1	EA	\$305.97	\$305.97
167	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	35	SY	\$170.74	\$5,975.90
168	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	110	LF	\$70.62	\$7,768.20
169	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.51	\$6,851.00

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
170	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
	TOTAL Street #20 Finch Ct From Barren Fork Blv To End of Street				\$35,626.13
	Street #21 Gaines Rd SE (Length 900', Width 26') From Vista Dr to Box Canyon Rd SE				
171	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	250	TON	\$87.51	\$21,877.50
172	Milling 0-2" Total Mill	2,750	SY	\$0.26	\$715.00
173	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$88.37	\$2,209.25
174	Manhole Riser	2	EA	\$305.97	\$611.94
175	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	170	LF	\$170.74	\$29,025.80

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
176	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.51	\$4,110.60
177	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	17	SY	\$160.21	\$2,723.57
178	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	4	EA	\$2,703.46	\$10,813.84
TOTAL Street #21 Gaines Rd SE From Vista Dr to Box Canyon					\$72,087.50
Street #22 Governors Pl SE (Length 1,050', Width 22') From Governors Dr SE to End of Street					
179	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	270	TON	\$79.92	\$21,578.40
180	Milling 0-2" Total Mill	2,900	SY	\$0.26	\$754.00

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
181	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
182	Manhole Riser	3	EA	\$305.97	\$917.91
183	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	32	SY	\$170.75	\$5,464.00
184	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.51	\$6,851.00
185	Q Loops	1	EA	\$1,370.18	\$1,370.18
186	Solid Class 2 Traffic Stripe	0.030	MI	\$4,743.00	\$142.29
187	Solid Temporary Traffic Stripe	0.060	MI	\$1,581.00	\$94.86
188	Traffic Control Markings	30	SF	\$8.43	\$252.90
TOTAL Street #22 Governors Pl SE From Governors Dr SE to End of Street					\$38,961.54
Street #23 Grayson St (No. 1) (Length 775', Width 26') From Wells Ave SE to Clinton Ave					

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
189	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	200	TON	\$78.50	\$15,700.00
190	Milling 0-2" Total Mill	2,250	SY	\$0.26	\$585.00
191	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
192	Manhole Riser	2	EA	\$305.97	\$611.94
193	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	80	LF	\$68.51	\$5,480.80
TOTAL Street #23 Grayston St (No. 1) From Wells Ave SE to Clinton Ave					\$23,913.74
Street #24 Grayson St (No. 2) (Length 1,800' , Width 26') From Clinton Ave to McCullough Ave					
194	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	460	TON	\$78.41	\$36,068.60
195	Milling 0-2" Total Mill	5,300	SY	\$0.26	\$1,378.00

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
196	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
197	Manhole Riser	1	EA	\$305.97	\$305.97
198	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	18	SY	\$170.75	\$3,073.50
199	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
200	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.51	\$6,851.00
201	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,073.18	\$10,365.90
202	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,703.46	\$2,703.46

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #24 Grayson St (No. 2) From Clinton Ave to McCullough Ave				\$69,344.43
	Street #25 Halsey Ave (Length 2,000', Width 22') From Windham St to Andrew Jackson Way				
203	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	650	TON	\$78.56	\$51,064.00
204	Milling 0-2" Total Mill	7,500	SY	\$0.26	\$1,950.00
205	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
206	Manhole Riser	10	EA	\$305.97	\$3,059.70
207	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	\$70.62	\$2,118.60
208	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	20	LF	\$68.51	\$1,370.20

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
209	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
210	Solid Class 2 Traffic Stripe	0.050	MI	\$4,743.00	\$237.15
211	Solid Temporary Traffic Stripe	0.100	MI	\$1,581.00	\$158.10
212	Traffic Control Markings	30	SF	\$8.43	\$252.90
213	Raised Traffic Markers	20	EA	\$8.43	\$168.60
	TOTAL Street #25 Halsey Ave From Windham St to Andrew Jackson Way				\$66,061.61
	Street #26 Hampshire Dr SE (Length 3,275', Width 20') From Nottingham Ln SE to Somerset Rd SE				
214	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	650	TON	\$85.54	\$55,601.00
215	Milling 0-2" Total Mill	7,400	SY	\$0.26	\$1,924.00

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
216	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	100	TON	\$88.37	\$8,837.00
217	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	85	SY	\$170.74	\$14,512.90
218	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	150	LF	\$68.51	\$10,276.50
219	Solid Class 2 Traffic Stripe	1,230	MI	\$4,742.91	\$5,833.78
220	Solid Temporary Traffic Stripe	2,460	MI	\$1,580.97	\$3,889.19
221	Raised Traffic Markers	165	EA	\$8.43	\$1,390.95
TOTAL Street #26 Hampshire Dr SE From Nottingham Ln SE to Sommerset Rd SE					\$102,265.32
Street #27 Harris Rd (Length 3,000', Width 26') From Memorial Pky NW to Lakeview DR NW					
222	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	750	TON	\$75.50	\$56,625.00

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
223	Milling 0-2" Total Mill	8,700	SY	\$0.26	\$2,262.00
224	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$60.67	\$3,033.50
225	Manhole Riser	4	EA	\$305.97	\$1,223.88
226	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	310	SY	\$170.74	\$52,929.40
227	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	\$70.62	\$4,237.20
228	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	430	LF	\$68.51	\$29,459.30
229	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	15	SY	\$160.21	\$2,403.15
TOTAL Street #27 Harris Rd NW From Memorial Pky NW to Lakeview Dr NW					\$152,173.43

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #28 Haynes Ave NE (Length 3,970', Width 26') From Maysville Rd to Rodgers Dr				
230	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	975	TON	\$83.15	\$81,071.25
231	Milling 0-2" Total Mill	11,500	SY	\$0.26	\$2,990.00
232	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
233	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	520	SY	\$170.74	\$88,784.80
234	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	400	LF	\$68.51	\$27,404.00
235	Traffic Control Markings	120	SF	\$8.43	\$1,011.60
236	Raised Traffic Markers	40	EA	\$8.43	\$337.20
	TOTAL Street #28 Haynes Ave NE From Maysville Rd NE to Rodgers Dr NE				\$203,134.85

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #29 Hermitage (Length 5,600', 22'-30') From California St to Kenamer Dr				
237	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,400	TON	\$77.68	\$108,752.00
238	Milling 0-2" Total Mill	16,500	SY	\$0.26	\$4,290.00
239	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$86.84	\$4,342.00
240	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	175	SY	\$170.74	\$29,879.50
241	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	260	LF	\$70.62	\$18,361.20
242	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	380	LF	\$68.51	\$26,033.80
243	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
244	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18
245	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,273.44	\$2,273.44
246	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,703.46	\$2,703.46
247	Speed Tables/Removal Only	7	EA	\$2,552.24	\$17,865.68
248	Install New 22 Inch Flat Topped Speed Table	7	EA	\$4,693.66	\$32,855.62
249	Traffic Control Markings	32	SF	\$8.43	\$269.76
250	Raised Traffic Markers	50	EA	\$8.43	\$421.50
	TOTAL Street #29 Hermitage From California St to Kenamer Dr				\$252,194.32

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #30 Hood Rd (Length 2,400', Width 21') From Cobb Rd SW to End of Street (Totals include Beacon Cir)				
251	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	630	TON	\$85.20	\$53,676.00
252	Milling 0-2" Total Mill	7,000	SY	\$0.26	\$1,820.00
253	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$86.84	\$6,513.00
254	Manhole Riser	8	EA	\$305.97	\$2,447.76
255	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	100	SY	\$170.74	\$17,074.00
256	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$70.62	\$5,649.60
257	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	30	LF	\$68.51	\$2,055.30

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
258	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
259	Speed Cushions/Removal Only	1	EA	\$256.37	\$256.37
260	Install New 22 Inch Flat Topped Speed Table	1	EA	\$6,137.93	\$6,137.93
261	Solid Class 2 Traffic Stripe	0.930	MI	\$4,742.91	\$4,410.91
262	Solid Temporary Traffic Stripe	1.870	MI	\$1,580.97	\$2,956.41
263	Raised Traffic Markers	10	EA	\$8.43	\$84.30
TOTAL Street #30 Hood Rd From Cobb Rd SW to End of Street (Totals Include Beacon Cir)					\$107,227.94
Street #31 Hoven Ct SW (Length 400', Width 26') From Bremerton Dr SW to Cul-De-Sac					
264	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	175	TON	\$84.58	\$14,801.50
265	Milling 0-2" Total Mill	1,850	SY	\$0.26	\$481.00

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
266	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
267	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
268	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.51	\$4,110.60
269	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
TOTAL Street #31 Hoven Ct SW From Bremerton Dr SW to Cul-De-Sac					\$29,199.07
Street #32 Jean Rd SE (Length 1,700', Width 26') From Salmon Dr SE to Curtis Dr SE					
270	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	450	TON	\$80.55	\$36,247.50
271	Milling 0-2" Total Mill	5,000	SY	\$0.26	\$1,300.00

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
272	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
273	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	88	SY	\$170.74	\$15,025.12
274	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	180	LF	\$68.51	\$12,331.80
TOTAL Street #32 Jean Rd From Salmon Dr SE to Curtis Dr SE					\$66,478.67
Street #33 Judith Ln SW (Length 1,300' , Width 27') From End of Street to Bob Wallace Ave SW					
275	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	360	TON	\$78.15	\$28,134.00
276	Milling 0-2" Total Mill	4,100	SY	\$0.26	\$1,066.00
277	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$60.67	\$1,516.75

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
278	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	100	SY	\$170.74	\$17,074.00
279	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
280	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	\$68.51	\$2,740.40
281	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	25	SY	\$160.21	\$4,005.25
282	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
283	Traffic Control Markings	40	SF	\$8.43	\$337.20
TOTAL Street #33 Judith Ln SW From End of Street to Bob Wallace Ave SW					\$61,844.76
Street #34 Kestrel Ct (Length 220' , Width 27') From Barren Fork Blv to End of Street					

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
284	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	120	TON	\$96.28	\$11,553.60
285	Milling 0-2" Total Mill	1,190	SY	\$0.26	\$309.40
286	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	15	TON	\$62.97	\$944.55
287	Manhole Riser	1	EA	\$305.97	\$305.97
288	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$170.75	\$3,415.00
289	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	110	LF	\$70.62	\$7,768.20
290	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.51	\$4,110.60
291	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #34 Kestrel Ct From Barren Fork Blv to End of Street				\$32,553.68
	Street #35 Knight Rd (Length 2,350, Width 22') From Johnson Rd SW to Hood Rd				
292	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	500	TON	\$85.35	\$42,675.00
293	Milling 0-2" Total Mill	5,800	SY	\$0.26	\$1,508.00
294	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$86.84	\$6,513.00
295	Manhole Riser	7	EA	\$305.97	\$2,141.79
296	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
297	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	30	LF	\$68.51	\$2,055.30

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
298	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
299	Speed Cushions/Removal Only	1	EA	\$256.37	\$256.37
300	Install New 22 Inch Flat Topped Speed Table	1	EA	\$6,137.93	\$6,137.93
301	Solid Class 2 Traffic Stripe	1.600	MI	\$4,742.91	\$7,588.66
302	Solid Temporary Traffic Stripe	3.250	MI	\$1,580.97	\$5,138.15
303	Traffic Control Markings	140	SF	\$8.43	\$1,180.20
304	Traffic Control Legends	50	SF	\$8.43	\$421.50
305	Raised Traffic Markers	110	EA	\$8.43	\$927.30
TOTAL Street #35 Knight Rd From Hood Rd to Johnson Rd					\$83,514.36
Street #36 Leroy Dr NW (Length 1,720', Width 26') From Princess St NW to Pulaski Pk NW					

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
306	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	440	TON	\$81.87	\$36,022.80
307	Milling 0-2" Total Mill	5,000	SY	\$0.26	\$1,300.00
308	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$86.07	\$2,151.75
309	Manhole Riser	6	EA	\$305.97	\$1,835.82
310	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$170.75	\$3,415.00
311	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	200	LF	\$68.51	\$13,702.00
TOTAL Street #36 Leroy Dr NW (Length, Width) From Princess St NW to Pulaski Pk NW					\$58,427.37
Street #37 Lois Ln NW (Length 780', Width 26') From Mastin Lake Rd NW to End of Street					

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
312	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	270	TON	\$82.03	\$22,148.10
313	Milling 0-2" Total Mill	2,950	SY	\$0.26	\$767.00
314	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$60.67	\$1,516.75
315	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	\$170.75	\$6,830.00
316	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
317	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	160	LF	\$160.21	\$25,633.60
TOTAL Street #37 Lois Ln NW From Mastin Lake Rd to End of Street					\$59,720.25
Street # 38 Lucerne Dr SE (Length 2,575', Width 26') From Drake Ave to Toney Dr SE					

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
318	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	650	TON	\$80.00	\$52,000.00
319	Milling 0-2" Total Mill	7,500	SY	\$0.26	\$1,950.00
320	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
321	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	\$170.75	\$6,830.00
322	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	\$70.62	\$2,118.60
323	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	270	LF	\$68.51	\$18,497.70
324	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
TOTAL Street # 38 Lucerne Dr SE From Drake Ave SW to Toney Dr SE					\$87,078.66

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
Street #39 Lyngate Dr SE (Length 1,025', Width 26') From Bailey Cove Rd SE to End of Street					
325	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	320	TON	\$87.32	\$27,942.40
326	Milling 0-2" Total Mill	3,550	SY	\$0.26	\$923.00
327	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
328	Manhole Riser	3	EA	\$305.97	\$917.91
329	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
330	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.51	\$4,110.60
331	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
TOTAL Street #39 Lyngate Dr SE From Bailey Cove Rd to End of Street					
					\$46,676.52
Street #40 Madison St (Length 2,228', Width 36'-50') From Governors Dr to South Side Square					
332	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,750	TON	\$82.57	\$144,497.50
333	Milling 0-2" Total Mill	20,612	SY	\$0.26	\$5,359.12
334	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$61.44	\$4,608.00
335	Manhole Riser	26	EA	\$305.97	\$7,955.22
336	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	100	SY	\$170.74	\$17,074.00
337	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	350	LF	\$70.62	\$24,717.00

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
338	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	330	LF	\$68.51	\$22,608.30
339	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	75	SY	\$160.21	\$12,015.75
340	Inlet Tops	3	EA	\$2,107.96	\$6,323.88
341	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18
342	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	3	EA	\$2,273.44	\$6,820.32
343	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,703.46	\$2,703.46

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
344	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,273.44	\$9,093.76
345	Q Loops	3	EA	\$1,370.18	\$4,110.54
346	Solid Class 2 Traffic Stripe	1.800	MI	\$4,742.92	\$8,537.26
347	Solid Temporary Traffic Strpe	3.600	MI	\$1,580.97	\$5,691.49
348	Broken Class 2 Traffic Stripe	2.000	MI	\$2,898.45	\$5,796.90
349	Broken Temporary Traffic Stripe	4.000	MI	\$1,580.97	\$6,323.88
350	Traffic Control Markings	4,300	SF	\$8.43	\$36,249.00
351	Traffic Control Legends	400	SF	\$8.43	\$3,372.00
352	Dotted Traffic Stripe	1,100	LF	\$3.69	\$4,059.00
353	Raised Traffic Markers	500	EA	\$8.43	\$4,215.00
TOTAL Street #40 Madison St From Governors Dr to South Side Square					\$344,204.56

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
Street #41 Magnolia Dr NW (Length 1,100', Width 22') From Stanley Dr NW to Holmes Ave NW					
354	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	260	TON	\$85.55	\$22,243.00
355	Milling 0-2" Total Mill	2,850	SY	\$0.26	\$741.00
356	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
357	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$70.62	\$5,649.60
358	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	80	LF	\$68.51	\$5,480.80
359	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1		\$2,073.18	\$2,073.18

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
360	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2		\$2,703.46	\$5,406.92
361	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,273.44	\$2,273.44
TOTAL Street #41 Magnolia Dr NW From Stanley Dr to Holmes Ave					\$45,403.94
Street #42 Maywick Rd NW (Length 2,050', Width 26') From End of Street to End of Street					
362	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	520	TON	\$80.42	\$41,818.40
363	Milling 0-2" Total Mill	6,000	SY	\$0.26	\$1,560.00
364	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$60.67	\$1,516.75
365	Manhole Riser	7	EA	\$305.97	\$2,141.79

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
366	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	215	SY	\$170.74	\$36,709.10
367	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	20	LF	\$70.62	\$1,412.40
368	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	170	LF	\$68.51	\$11,646.70
369	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	46	SY	\$160.21	\$7,369.66
	TOTAL Street #42 Maywick Rd NW From End of Street to End of Street				\$104,174.80
370	Street #43 McAlpine Dr SE (Length 875', Width 26') From Mockingbird Rd SE to Hillwood Dr SE				
	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	240	TON	\$80.63	\$19,351.20
371					
	Milling 0-2" Total Mill	2,550	SY	\$0.26	\$663.00
372					

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$62.97	\$3,148.50
373					
	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	135	SY	\$170.74	\$23,049.90
374					
	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	30	LF	\$70.62	\$2,118.60
375					
	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	300	LF	\$68.51	\$20,553.00
376					
	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
377					
	Raised Traffic Markers	20	EA	\$8.43	\$168.60
	TOTAL Street #43 McAlpine Dr SE From Mockingbird Rd SE to Hillwood Dr SE				\$73,199.16
	Street #44 McDow Ave NW (Length 3,303', Width 26') From Jordan Ln NW to Oster Dr				

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
378	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	755	TON	\$81.20	\$61,306.00
379	Milling 0-2" Total Mill	8,850	SY	\$0.26	\$2,301.00
380	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$60.67	\$3,033.50
381	Manhole Riser	9	EA	\$305.97	\$2,753.73
382	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	80	SY	\$170.74	\$13,659.20
383	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	250	LF	\$68.51	\$17,127.50
384	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	24	SY	\$160.21	\$3,845.04
385	Speed Cushions/Removal Only	4	EA	\$256.38	\$1,025.52

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
386	Install New 22 Inch Flat Topped Speed Table	4	EA	\$4,693.66	\$18,774.64
387	Raised Traffic Markers	16	EA	\$8.43	\$134.88
	TOTAL Street #44 McDow Ave NW From Jordan Ln NW to Oster Dr				\$123,961.01

Street #45 Merry Oaks Cir NW (Length 250', Width 27') From Merry Oaks Dr NW to End of Street					
388	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	150	TON	\$82.24	\$12,336.00
389	Milling 0-2" Total Mill	1,450	SY	\$0.26	\$377.00
390	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$60.67	\$1,516.75
391	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	12	SY	\$170.75	\$2,049.00
392	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	\$68.51	\$2,740.40

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #45 Merry Oaks Cir NW From Merry Oaks Dr NW to End of Street				\$19,019.15
	Street #46 Minor St SE (Length 1,500', Width 21') From Wells Ave SE to Pratt Ave				
393	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	325	TON	\$78.55	\$25,528.75
394	Milling 0-2" Total Mill	3,600	SY	\$0.26	\$936.00
395	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
396	Manhole Riser	3	EA	\$305.97	\$917.91
397	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
398	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	100	LF	\$68.51	\$6,851.00

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
399	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	10	EA	\$2,073.18	\$20,731.80
	TOTAL Street #46 Minor St From Wells Ave to Pratt Ave				\$63,563.46
	Street #47 Monarch Dr SW (Length 1,360', Width 26') From Homewood Dr SW to Westburg Ave SW				
400	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	355	TON	\$79.10	\$28,080.50
401	Milling 0-2" Total Mill	4,030	SY	\$0.26	\$1,047.80
402	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
403	Manhole Riser	6	EA	\$305.97	\$1,835.82
404	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	140	SY	\$170.74	\$23,903.60

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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
405	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	410	LF	\$68.51	\$28,089.10
	TOTAL Street #47 Monarch Dr SW From Homewood Dr SW to Westburg Ave SW				\$84,492.82
	Street #48 Mountainbrook Dr SE (Length 1,250', Width 26') From Cleermont Dr SE to Mont Dale Rd SE				
406	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	340	TON	\$83.30	\$28,322.00
407	Milling 0-2" Total Mill	3,750	SY	\$0.26	\$975.00
408	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
409	Solid Class 2 Traffic Stripe	0.200	MI	\$4,742.90	\$948.58
410	Solid Temporary Traffic Stripe	0.400	MI	\$1,580.98	\$632.39
411	Raised Traffic Markers	30	EA	\$8.43	\$252.90

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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #48 Mountainbrook Dr SE From Cleermont Dr SE to Mont Dale Rd Se				\$32,666.87
	Street #49 Mountainwood Cir SE (Length 200', Width 56') From Owens Dr SE to End of Street				
412	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	125	TON	\$105.22	\$13,152.50
413	Milling 0-2" Total Mill	1,200	SY	\$0.26	\$312.00
414	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
	TOTAL Street #49 Mountainwood Cir SE From Owens Dr SE to End of Street				\$15,000.50
	Street #50 North Plymouth Rd NW (Length 2,200', Width 26') From Delaware Blv NW to End of Street				
415	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	580	TON	\$81.68	\$47,374.40

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
416	Milling 0-2" Total Mill	6,500	SY	\$0.26	\$1,690.00
417	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$60.67	\$3,033.50
418	Manhole Riser	9	EA	\$305.97	\$2,753.73
419	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	14	SY	\$170.75	\$2,390.50
420	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	60	LF	\$70.62	\$4,237.20
421	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	140	LF	\$68.51	\$9,591.40
422	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18
423	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,273.44	\$2,273.44

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #50 North Plymouth Rd NW From Delaware Blv NW to End of Street				\$75,417.35
	Street #51 Penhall Dr NE (Length 1,300', Width 26') From End of Street to Haynes Ave NE				
424	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	400	TON	\$83.19	\$33,276.00
425	Milling 0-2" Total Mill	4,500	SY	\$0.26	\$1,170.00
426	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$61.44	\$3,072.00
427	Manhole Riser	5	EA	\$305.97	\$1,529.85
428	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	70	SY	\$170.74	\$11,951.80
429	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	240	LF	\$70.62	\$16,948.80

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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
430	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	160	LF	\$68.51	\$10,961.60
431	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
	TOTAL Street #51 Penhall Dr NE From End of Street to Haynes Ave NE				\$83,056.41
Street #52 Pickett Dr (Length 1,450', Width 26') From Kennemore Dr to Conger Rd					
432	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	390	TON	\$83.52	\$32,572.80
433	Milling 0-2" Total Mill	4,350	SY	\$0.26	\$1,131.00
434	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
435	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	\$170.75	\$6,830.00

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UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
436	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
437	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	170	LF	\$68.51	\$11,646.70
	TOTAL Street #52 Pickett Dr From Kennemore Dr to Conger Rd				\$56,541.30
Street #53 Premier Dr NW (Length 450', Width 25') From Bradford Dr to End of Street					
438	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	155	TON	\$98.51	\$15,269.05
439	Milling 0-2" Total Mill	1,600	SY	\$0.26	\$416.00
440	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
441	Solid Class 2 Traffic Stripe	0.130	MI	\$4,742.92	\$616.58
442	Solid Temporary Traffic Stripe	0.270	MI	\$1,580.96	\$426.86

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
443	Traffic Control Markings	70	SF	\$8.43	\$590.10
444	Raised Traffic Markers	20	EA	\$8.43	\$168.60
	TOTAL Street #53 Premier Dr NW From Bradford Dr to End of Street				\$19,023.19
	Street #54 Richmond Dr NW (Length 1,350', Width 25') From South Plymouth Rd NW to North Plymouth Rd NW				
445	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	350	TON	\$81.69	\$28,591.50
446	Milling 0-2" Total Mill	3,875	SY	\$0.26	\$1,007.50
447	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$60.67	\$3,033.50
448	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	450	SY	\$170.74	\$76,833.00
449	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	470	LF	\$68.51	\$32,199.70

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #54 Richmond Dr NW From South Plymouth Rd NW to North Plymouth Rd NW				\$141,665.20
	Street #55 Riley Rd (Length 2,650', Width 26') From Homewood Dr SW To Drake Ave SW				
450	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	660	TON	\$79.09	\$52,199.40
451	Milling 0-2" Total Mill	7,800	SY	\$0.26	\$2,028.00
452	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
453	Manhole Riser	9	EA	\$305.97	\$2,753.73
454	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	200	SY	\$170.74	\$34,148.00
455	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80

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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
456	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	630	LF	\$68.51	\$43,161.30
457	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	12	SY	\$160.21	\$1,922.52
458	Speed Cushions/Removal Only	3	EA	\$256.38	\$769.14
459	Install New 22 Inch Flat Topped Speed Table	3	EA	\$4,693.66	\$14,080.98
460	Traffic Control Markings	20	SF	\$8.43	\$168.60
TOTAL Street #55 Riley Rd From Homewood Dr SW to Drake Ave SW					\$155,592.47
Street #56 Sandpiper Ct (Length 270', Width 27') From Barren Fork Blv to End of Street					
461	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	120	TON	\$96.28	\$11,553.60
462	Milling 0-2" Total Mill	1,230	SY	\$0.26	\$319.80

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Resurfacing of Residential Streets-2024, Phase 1					
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UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
463	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	10	TON	\$62.97	\$629.70
464	Manhole Riser	2	EA	\$305.97	\$611.94
465	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	20	SY	\$170.75	\$3,415.00
466	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	160	LF	\$70.62	\$11,299.20
467	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	90	LF	\$68.51	\$6,165.90
468	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
TOTAL Street #56 Sandpiper Ct From Barren Fork Blv to End of Street					\$38,141.50
Street #57 School St SE (Length, 680', Width 27') From White St to Andrew Jackson Way					

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
469	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	200	TON	\$78.50	\$15,700.00
470	Milling 0-2" Total Mill	2,150	SY	\$0.26	\$559.00
471	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
472	Manhole Riser	3	EA	\$305.97	\$917.91
473	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	10	SY	\$170.75	\$1,707.50
474	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	120	LF	\$70.62	\$8,474.40
475	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	150	LF	\$68.51	\$10,276.50
476	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	3	EA	\$2,073.18	\$6,219.54

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
477	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18
	TOTAL Street #57 Shool St SE From White St to Andrew Jackson Wy				\$47,464.03
	Street #58 Shannon Cir SE (Length 200', Width 25') From Clifton Dr SE to End of Street				
478	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	125	TON	\$83.76	\$10,470.00
479	Milling 0-2" Total Mill	1,200	SY	\$0.26	\$312.00
480	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
481	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	50	LF	\$70.62	\$3,531.00
482	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	80	LF	\$68.51	\$5,480.80

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
483	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
	TOTAL Street #58 Shannon Cir SE From Clifton Dr SE to End of Street				\$26,774.97
Street #59 Southhurst Dr SE (Length 3,450', Width 26') From Camden Cir to End of Street					
484	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	950	TON	\$80.95	\$76,902.50
485	Milling 0-2" Total Mill	11,100	SY	\$0.26	\$2,886.00
486	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	75	TON	\$62.97	\$4,722.75
487	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
488	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	\$68.51	\$3,425.50

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All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
489	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
490	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
491	Traffic Control Markings	25	SF	\$8.43	\$210.75
	TOTAL Street #59 Southhurst Dr SE From Camden Cir SE to End of Street				\$104,762.78
Street #60 Stanley Dr (Length 1,200', Width 26') From Pulaski Pk to Wilson Dr					
492	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	315	TON	\$84.86	\$26,730.90
493	Milling 0-2" Total Mill	3,550	SY	\$0.26	\$923.00
494	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$60.67	\$1,516.75

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All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
495	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	25	SY	\$170.74	\$4,268.50
496	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	100	LF	\$70.62	\$7,062.00
497	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.51	\$4,110.60
498	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	2	EA	\$2,703.46	\$5,406.92
499	Speed Cushions/Removal Only	1	EA	\$256.37	\$256.37
500	Install New 22 Inch Flat Topped Table	1	EA	\$6,137.93	\$6,137.93
501	Raised Traffic Markers	8	EA	\$8.43	\$67.44
	TOTAL Street #60 Stanley Dr From Pulaski Pk to Wilson D				\$56,480.41

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Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #61 Sunflower Ct SW (Length 200', Width 28') From Barren Fork Blv to Cul-De-Sac				
502	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	100	TON	\$96.76	\$9,676.00
503	Milling 0-2" Total Mill	1,030	SY	\$0.26	\$267.80
504	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	20	TON	\$62.97	\$1,259.40
505	Manhole Riser	1	EA	\$305.97	\$305.97
506	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$70.62	\$5,649.60
507	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	50	LF	\$68.51	\$3,425.50
508	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #61 Sunflower Ct SW From Barren Fork Blv to Cul-De-sac				\$24,730.63
	Street #62 Swallowtail Ln (Length 550', Width 27') From Shoals Point Trl to Oakline Dr				
509	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	175	TON	\$96.96	\$16,968.00
510	Milling 0-2" Total Mill	1,800	SY	\$0.26	\$468.00
511	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$62.97	\$1,574.25
512	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$70.62	\$5,649.60
513	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	70	LF	\$68.51	\$4,795.70
514	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,073.18	\$8,292.72

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	TOTAL Street #62 Swallowtail Ln From Shoals Point Trl to Oakline Dr				\$37,748.27
	Street #63 Talwell Dr SW (Length 975', Width 27') From Squaw Valley Dr to End of Street				
515	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	275	TON	\$83.69	\$23,014.75
516	Milling 0-2" Total Mill	3,050	SY	\$0.26	\$793.00
517	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
518	Manhole Riser	2	EA	\$305.97	\$611.94
519	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	40	SY	\$170.75	\$6,830.00
520	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	160	LF	\$70.62	\$11,299.20

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
521	Remove and Replace Concrete Crossdrain (MEET ADA COMPLIANCE)	100	SY	\$160.21	\$16,021.00
522	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	1	EA	\$2,073.18	\$2,073.18
523	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	\$2,703.46	\$13,517.30
TOTAL Street #63 Talwell Dr SW From Squaw Valley Dr to End of Street					\$75,696.37
Street #64 Trent Dr NW (Length 2,150', Width 26') From Winchester Rd NW to Sandia Blv NW					
524	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	590	TON	\$80.25	\$47,347.50
525	Milling 0-2" Total Mill	6,800	SY	\$0.26	\$1,768.00

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
526	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$86.07	\$2,151.75
527	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	315	SY	\$170.74	\$53,783.10
528	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
529	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	1,360	LF	\$68.51	\$93,173.60
530	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
531	Traffic Control Markings	32	SF	\$8.43	\$269.76
TOTAL Street #64 Trent Dr NW From Winchester Rd to Sandia Blv					\$205,464.87
Street #65 Turnstone Ct (Length 375', Width 27') From Barren Fork Blv To Cul-De-Sac					

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
532	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	165	TON	\$95.84	\$15,813.60
533	Milling 0-2" Total Mill	1,640	SY	\$0.26	\$426.40
534	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	20	TON	\$62.97	\$1,259.40
535	Manhole Riser	3	EA	\$305.97	\$917.91
536	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	80	LF	\$70.62	\$5,649.60
537	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	70	LF	\$68.51	\$4,795.70
538	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	2	EA	\$2,073.18	\$4,146.36
	TOTAL Street #65 Turnstone Ct From Barren Fork Blv to Cul-De-Sac				\$33,008.97

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
	Street #66 Versailles Dr SE (Length 4,800', Width 26') From Mountain Gap Rd to Brandywine Dr				
539	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	1,225	TON	\$80.34	\$98,416.50
540	Milling 0-2" Total Mill	14,500	SY	\$0.26	\$3,770.00
541	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	50	TON	\$88.37	\$4,418.50
542	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	135	SY	\$170.74	\$23,049.90
543	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	340	LF	\$70.62	\$24,010.80
544	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	1,050	LF	\$68.51	\$71,935.50

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
545	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,073.18	\$10,365.90
546	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,273.44	\$2,273.44
547	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,273.44	\$2,273.44
548	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	1	EA	\$2,703.46	\$2,703.46
549	Solid Class 2 Traffic Stripe	0.250	MI	\$4,742.92	\$1,185.73
550	Solid Temporary Traffic Stripe	0.500	MI	\$1,580.98	\$790.49
551	Traffic Control Markings	553	SF	\$8.43	\$4,661.79
552	Traffic Control Legends	44.82	SF	\$8.43	\$377.83

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
553	Raised Traffic Markers	40	EA	\$8.43	\$337.20
	TOTAL Street #66 Versailles Dr SE From Mountain Gap Rd to Brandywine Dr SE				\$250,570.48
	Street #67 Whitehall Dr NW (Length 1,600', Width 26') From Wellington Pt to Winslow				
554	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	410	TON	\$80.29	\$32,918.90
555	Milling 0-2" Total Mill	4,700	SY	\$0.26	\$1,222.00
556	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$86.07	\$2,151.75
557	Remove and Replace Concrete Driveway Apron (MEET ADA COMPLIANCE)	90	SY	\$170.74	\$15,366.60
558	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	60	LF	\$68.51	\$4,110.60
	TOTAL Street #67 Whitehall Dr NW From Wellington Pt to Winslow Ln				\$55,769.85

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
Street #68 Windham St NE (Length 1,150', Width 21') From Pratt Ave NE to McCullough Ave					
559	424A 1/2" Mix 4 Wearing Surface Layer in Place (15% RAP after cleaning and tacking) 1-1/2" Thick	250	TON	\$78.35	\$19,587.50
560	Milling 0-2" Total Mill	2,750	SY	\$0.26	\$715.00
561	414B 1" Mix Binder (Base Failure) Layer in Place (15% RAP)	25	TON	\$61.44	\$1,536.00
562	Manhole Riser	1	EA	\$305.97	\$305.97
563	Sidewalk Remove and Replacement (MEET ADA COMPLIANCE) (5' WIDE)	40	LF	\$70.62	\$2,824.80
564	Remove and Replace Curb and Gutter (MEET ADA COMPLIANCE)	40	LF	\$68.51	\$2,740.40

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.		All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.			
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
565	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	4	EA	\$2,073.18	\$8,292.72
TOTAL Street #68 Windham St NE From Pratt Ave to McCullough Ave					\$36,002.39
TOTAL ALL STREETS					\$6,174,904.81
Additional Items					
566	No. 2 Crushed Stone	150	TON	\$36.89	\$5,533.50
567	Mobilization	1	EA	\$138,074.87	\$138,074.87
568	424A 1/2" Mix 4 Wearing Surface (Leveling) Layer in Place (15% RAP after cleaning and tacking)	500	TON	\$80.00	\$40,000.00
569	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Parallel Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,072.65	\$10,363.25

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
570	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1A Parallel Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,072.65	\$10,363.25
571	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2 Parallel Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	\$2,272.91	\$11,364.55
572	Handicap Ramps with ADA Detectable Warning Pavers (All Width) TY2A Parallel Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	\$2,272.91	\$11,364.55
573	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY2 Blended Corner (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,272.91	\$11,364.55
574	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY1 Perpendicular Midblock (ALDOT Drawing SW-618 Index #735)	5	EA	\$2,273.44	\$11,367.20
575	Handicap Ramps With ADA Detectable Warning Pavers (All Widths) TY3 Combination Midblock (ALDOT Drawing SW-618 Index #736)	5	EA	\$5,549.21	\$27,746.05

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APPENDIX C Supplement Schedule of Bid Quantities					
Resurfacing of Residential Streets-2024, Phase 1					
Project #3-2024-55					
Revised October 16, 2023					
UNIT BID SHEET					
All roads that are limestone will be edge 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.			All base failures will be dug/milled out 6-8" deep and backfilled with binder at the discretion of the onsite inspector. Further subgrade work will also be determined at the time of construction by the onsite inspector. There will be no separate pay item for excavating the base failure.		
ITEM#	DESCRIPTION	BID QTY	BID UNIT	BID PRICE	BID AMOUNT
576	Temporary Traffic Markings	500	SF	\$4.74	\$2,370.00
577	Temporary Traffic Legends	500	SF	\$4.74	\$2,370.00
578	Specialty Traffic Control Markings ALDOT Index #70301,70302,70308,70311 (COLOR)	50	SF	\$52.70	\$2,635.00
TOTAL Additional Items					\$284,916.77
TOTAL BASE BID					\$6,459,821.58
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 Name SJ&L General Contractor  
Completed By Steven Eakes  
Date Completed 10/19/2023

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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:** 11/16/2023

**File ID:** 2023-938

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558679 for the Bluffs at Inspiration Subdivision.

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:** Bluffs at Inspiration 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:** 11/16/2023

**File ID:** 2023-938

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558679 for the Bluffs at Inspiration Subdivision.

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:** Bluffs at Inspiration Subdivision.

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

**Additional Comments:**

## **RESOLUTION NO. 23-971**

**WHEREAS**, South State Bank issued a certain letter of credit (No. 90558679) 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 South State Bank Letter of Credit No. 905586679, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of the City of Huntsville,  
Alabama



**Amendment To Irrevocable Letter of Credit 90558679**

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

SouthState Bank, NA  
415 Meridian Street  
Huntsville, AL 35801

**Re: Amendment to Article 5 Sidewalk, Letter of Credit for THE BLUFFS AT INSPIRATION**

Gentlemen:

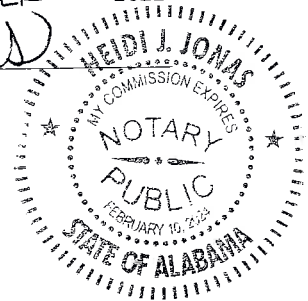
We hereby amend our Irrevocable Standby Letter of Credit dated **November 23, 2020**, in your favor for the account of **Woodland Homes of Huntsville, Inc.** Effective **November 23, 2022**, to decrease the amount to \$70,740.60 (SEVENTY THOUSAND SEVEN-HUNDRED FORTY DOLLARS AND 60/100) and extend the expiration to **November 23, 2023**, available by your one or more drafts at sight on us.

**The original and the amendment of this letter of credit must be presented with any drawings.**

Issued By: SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
23 day of NOVEMBER 2022



7/18 1/19/22

M 12-23-22

MM 1/13/23 am 1-23-23





## Irrevocable Standby Letter of Credit 90558679

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758

**Bank**

CenterState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

**Amount:** \$93,594.30

**Issue Date:** November 23, 2020

**Expiration Date:** November 23, 2022

**Re: Article 5 Sidewalk, Letter of Credit for THE BLUFFS AT INSPIRATION**

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor effective **November 23, 2020**, for a sum not to exceed the aggregate of NINETY-THREE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS AND 30/100 (\$93,594.30). Available by your one or more drafts at SIGHT on us.


All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to CenterState Bank NA in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized representative of the City of Huntsville, Alabama stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this letter of credit must be presented with any drawing.**

We hereby engage with you that draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

  
Brian Shelton, Senior Vice President

MM 11/23/2020

CenterStateBank.com

MM 12-1-20

1/3 12/2/20



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-939

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558688 for the Bluffs at Inspiration Subdivision.

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:** Bluffs at Inspiration Subdivision.

**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:** 11/16/2023

**File ID:** TMP-3616

**Department:** Legal

**Subject:**

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

Resolution authorizing the City Clerk to invoke south State Bank Letter of Credit No. 90558688 for the Bluffs at Inspiration Subdivision.

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:** Bluffs at Inspiration Subdivision.

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

**Additional Comments:**

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

**WHEREAS**, South State Bank issued a certain letter of credit (No. 90558688) 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 South State Bank Letter of Credit No. 90558688, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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



**Amendment To Irrevocable Letter of Credit 90558688**

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

SouthState Bank, NA  
415 Meridian Street  
Huntsville, AL 35801

**Re: Amendment to Article 5 Landscape, Letter of Credit for THE BLUFFS AT INSPIRATION**

Gentlemen:

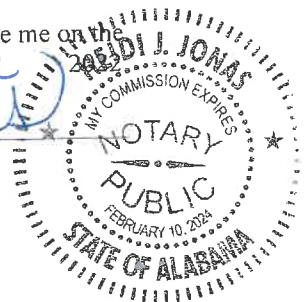
We hereby amend our Irrevocable Standby Letter of Credit dated **November 23, 2020**, in your favor for the account of **Woodland Homes of Huntsville, Inc.** Effective **November 23, 2022**, to decrease the amount to \$7,500.00 (SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100) and extend the expiration to **November 23, 2023**, available by your one or more drafts at sight on us.

The original and the amendment of this letter of credit must be presented with any drawings.

Issued By: SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
23 day of NOVEMBER



MM 1/13/23

KB 1/19/22

MN 12-23-22

CA 1-23-23



## Irrevocable Standby Letter of Credit 90558688

**Beneficiary**

City of Huntsville  
Clerk-Treasurer Office  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc.  
7545 Hwy 72 West  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

CenterState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

**Letter of Credit Number: 90558688**

**Amount: \$8,500.00**

**Issue Date: November 23, 2020**

**Expiration Date: November 23, 2022**

**Re: Article 5 Landscape, Letter of Credit for THE BLUFFS AT INSPIRATION**

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account **Woodland Homes of Huntsville Inc.**, effective **November 23, 2020**, for a sum not to exceed the aggregate of EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$8,500.00) 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 dually honored if drawn and presented for payment to National Bank of Commerce in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized representative of the City of Huntsville, Alabama stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations of the City of Huntsville, Alabama.

**The original of this letter of credit must be presented with any drawings.**

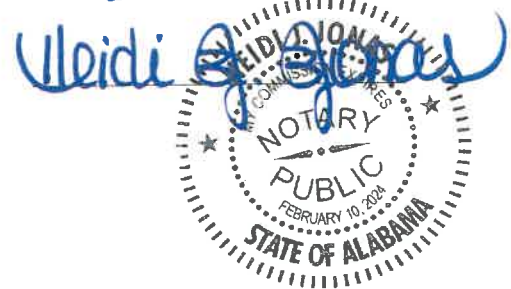
We hereby engage with you that draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

**Issued By:** CenterState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Sworn to and subscribed before me  
on the **23** day of November 2020

  
Brian Shelton, Senior Vice President



CenterStateBank.com

M, 12-1-20

7/3 12/2/20



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-940

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558682 for Inspiration on Green Mountain Phase VI Subdivision.

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:** Inspiration on Green Mountain Phase VI 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:** 11/16/2023

**File ID:** TMP-3615

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke south State Bank Letter of Credit No. 90558682 for Inspiration on Green Mountain Phase VI Subdivision.

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:** Inspiration on Green Mountain Phase VI Subdivision.

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

**Additional Comments:**

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

**WHEREAS**, South State Bank issued a certain letter of credit (No. 90558682) 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 South State Bank Letter of Credit No. 90558682, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of the City of  
Huntsville, Alabama



**Amendment To Irrevocable Letter of Credit 90558682**

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

SouthState Bank, NA  
415 Meridian Street  
Huntsville, AL 35801

**Re: Amendment to Article 5 Sidewalk, Letter of Credit for INSPIRATION ON GREEN MOUNTAIN PHASE VI**

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **November 23, 2020**, in your favor for the account of **Woodland Homes of Huntsville, Inc.** Effective **November 23, 2022**, to decrease the amount to \$15,697.20 (FIFTEEN THOUSAND SIX-HUNDRED NINETY-SEVEN DOLLARS AND 20/100) and extend the expiration to **November 23, 2023**, available by your one or more drafts at sight on us.

**The original and the amendment of this letter of credit must be presented with any drawings.**

Issued By: SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
23 day of November 2022



Ad 1-23-23  
Mw 1-13-23  
XB 4/25/23



**Amendment To Irrevocable Letter of Credit 90558682**

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

SouthState Bank, NA  
415 Meridian Street  
Huntsville, AL 35801

**Re: Amendment to Article 5 Sidewalk, Letter of Credit for INSPIRATION ON GREEN MOUNTAIN PHASE VI**

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **November 23, 2020**, in your favor for the account of **Woodland Homes of Huntsville, Inc.** Effective **November 23, 2022**, to decrease the amount to \$1,500.00 (ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100) and extend the expiration to **November 23, 2023**, available by your one or more drafts at sight on us.

**The original and the amendment of this letter of credit must be presented with any drawings.**

**Issued By:** SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
23 day of NOVEMBER 2022

Heide B. Jordan



MW 12-23-22 KB 4/19/22

MM 4/13/23

123-23

800.277.2175

SouthStateBank.com



## Irrevocable Standby Letter of Credit 90558682

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758

**Bank**

CenterState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

**Amount:** \$23,691.00

**Issue Date:** November 23, 2020

**Expiration Date:** November 23, 2022

**Re: Article 5 Sidewalk, Letter of Credit for INSPIRATION ON GREEN MOUNTAIN PHASE VI**

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor effective **November 23, 2020**, for a sum not to exceed the aggregate of TWENTY-THREE THOUSAND SIX HUNDRED NINETY ONE DOLLARS AND NO/100 (\$23,691.00). Available by your one or more drafts at SIGHT on us.

All draft(s) drawn under and in compliance with the terms of this Credit prior to the expiration thereof will be duly honored if drawn and presented for payment to CenterState Bank NA in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized representative of the City of Huntsville, Alabama stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations.

**The original of this letter of credit must be presented with any drawing.**

We hereby engage with you that draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

  
Brian Shelton, Senior Vice President

MM 11/23/2020

MM 12-1-20

1/5 12/2/20



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-941

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke South State Bank Letter of Credit No. 90558685 for the Inspiration on Green Mountain Phase VI Subdivision.

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:** Inspiration on Green Mountain Phase VI Subdivision.

**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:** 11/16/2023

**File ID:** TMP-3617

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Clerk to invoke south State Bank Letter of Credit No. 90558685 for the Inspiration on Green Mountain Phase VI Subdivision.

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:** Inspiration on Green Mountain Phase VI Subdivision

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

**Additional Comments:**

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

**WHEREAS**, South State Bank issued a certain letter of credit (No. 90558685) 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 South State Bank Letter of Credit No. 90558685, prior to the expiration date thereof, with the language as specified in said Letter of Credit.

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 2023.

---

Mayor of the City of  
Huntsville, Alabama



**Amendment To Irrevocable Letter of Credit 90558685**

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

SouthState Bank, NA  
415 Meridian Street  
Huntsville, AL 35801

*Landscape*  
**Re: Amendment to Article 5 ~~Sidewalk~~, Letter of Credit for INSPIRATION ON GREEN MOUNTAIN PHASE VI**

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **November 23, 2020**, in your favor for the account of **Woodland Homes of Huntsville, Inc.** Effective **November 23, 2022**, to decrease the amount to \$1,500.00 (ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100) and extend the expiration to **November 23, 2023**, available by your one or more drafts at sight on us.

**The original and the amendment of this letter of credit must be presented with any drawings.**

**Issued By:** SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
*23* day of *November* 2022



*Carl 1-23-23*  
*Mr 1-13-23*

*to 4/25/23*



**Amendment To Irrevocable Letter of Credit 90558685**

**Beneficiary**

City of Huntsville  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville Inc  
7545 Hwy 72 W  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

SouthState Bank, NA  
415 Meridian Street  
Huntsville, AL 35801

*Landscape*  
**Re: Amendment to Article 5 *Sidewalk*, Letter of Credit for INSPIRATION ON GREEN MOUNTAIN PHASE VI**

Gentlemen:

We hereby amend our Irrevocable Standby Letter of Credit dated **November 23, 2020**, in your favor for the account of **Woodland Homes of Huntsville, Inc.** Effective **November 23, 2022**, to decrease the amount to \$15,697.20 (FIFTEEN THOUSAND SIX-HUNDRED NINETY-SEVEN DOLLARS AND 20/100) and extend the expiration to **November 23, 2023**, available by your one or more drafts at sight on us.

The original and the amendment of this letter of credit must be presented with any drawings.

Issued By: SouthState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Brian Shelton, Senior Vice President

Sworn to and subscribed before me on the  
*23* day of *NOVEMBER*, 2022



*MW 12-23-22*  
*MM 1/13/23*  
*9/13 1/19/22*  
*1-23-23*



Irrevocable Standby Letter of Credit **90558685**

**Beneficiary**

City of Huntsville  
Clerk-Treasurer Office  
P.O. Box 308  
Huntsville, AL 35804  
(hereinafter "City")

**Applicant**

Woodland Homes of Huntsville  
7545 Hwy 72 West  
Madison AL 35758  
(hereinafter "Developer")

**Bank**

CenterState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

**Letter of Credit Number: 90558685**

**Amount: \$4,250.00**

**Issue Date: November 23, 2020**

**Expiration Date: November 23, 2022**

**Re: Article 5 Landscape, Letter of Credit for INSPIRATION ON GREEN MOUNTAIN PHASE VI**

Gentlemen:

We hereby issue our Irrevocable Standby Letter of Credit in your favor for the account **Woodland Homes of Huntsville Inc.**, effective **November 23, 2020**, for a sum not to exceed the aggregate of **FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$4,250.00)** 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 dually honored if drawn and presented for payment to National Bank of Commerce in Huntsville, Alabama.

Each draft must be accompanied by a statement signed by an authorized representative of the City of Huntsville, Alabama stating that the draw is being made pursuant to Article 5 of the Subdivision Regulations of the City of Huntsville, Alabama.

**The original of this letter of credit must be presented with any drawings.**

We hereby engage with you that draft(s) drawn under and in compliance with the terms of the credit will be duly honored upon presentation and delivery of the documents specified.

This Letter of Credit shall be governed by the laws of the State of Alabama, including but not limited to, the Alabama Uniform Commercial Code, as the same may be from time to time amended.

**Issued By:** CenterState Bank NA  
415 Meridian Street  
Huntsville, AL 35801

Sworn to and subscribed before me  
on the **23** day of **November**, 2020

  
Brian Shelton, Senior Vice President



*M 12-1-20*      *JS 12/2/20*



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-942

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**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Attorney to settle the lawsuit entitled Alexandria Clark, et. al v. City of Huntsville, et. al, in the District Court of Madison County, Case No. DV-2022-902618.

Resolution No.

**Finance Information:**

**Account Number:** 1000-19-00000-515190-00000000

**City Cost Amount:** \$9,000.00

**Total Cost:** \$9,000.00

**Special Circumstances:**

**Grant Funded:** NA

**Grant Title - CFDA or granting Agency:** NA

**Resolution #:** NA

**Location: (list below)**

**Address:** N/A

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

**Additional Comments:**





# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3618

---

**Department:** Legal

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the City Attorney to settle the lawsuit entitled Alexandria Clark, et. al v. City of Huntsville, et. al, In the District Court of Madison County, Case No. DV-2022-902618.

Resolution No.

**Finance Information:**

**Account Number:** 1000-19-00000-515190-00000000

**City Cost Amount:** \$9,000.00

**Total Cost:** \$9,000.00

**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-\_\_\_\_\_**

**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 lawsuit entitled Alexandria Clark, et al., v. City of Huntsville, et al., Case No. DV-2022-902618 in the District Court of Madison County, Alabama, in the amount of \$9,000.00.

**ADOPTED** this the 16th day of November, 2023.

---

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

**APPROVED** this the 16th day of November, 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:** 11/16/2023

**File ID:** 2023-943

---

**Department:** Parking

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement with Larry Hamilton

Resolution No.

**Finance Information:**

**Account Number:** 1000-53-53300-501010-00000000

**City Cost Amount:** \$37,000

**Total Cost:** \$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:** 11/16/2023

**File ID:** TMP-3594

---

**Department:** Parking

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a special employee agreement with Larry Hamilton

Resolution No.

**Finance Information:**

**Account Number:** 1000-53-53300-501010-00000000

**City Cost Amount:** \$37,000

**Total Cost:** \$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 is hereby authorized to enter into a Special Employment Agreement by and between the City of Huntsville and Larry Hamilton, 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 Larry Hamilton", consisting of three (3) pages, and the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF  
HUNTSVILLE AND LARRY  
HAMILTON**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND LARRY  
HAMILTON**

**THIS AGREEMENT** is made and entered into on the 16th day of November, 2023, by and between Larry Hamilton, an individual, ("Hamilton") 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. Hamilton shall be employed by the City of Huntsville as a Special Employee in the Parking and Public Transit 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 Parking and Public Transit Department Director. Hamilton's duties as a Special Employee shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Hamilton at the rate of \$21.40 per hour not to exceed twenty-nine (29) hours per week, with the total sum not to exceed \$37,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Hamilton shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hamilton 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. Hamilton shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on November 16, 2023.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

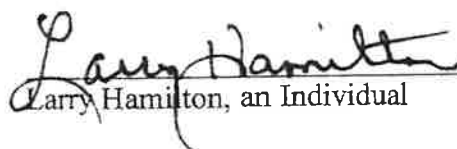
5. Except as specified herein, Hamilton shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Hamilton acknowledges that confidential information may be made available to him in connection with her work pursuant to this agreement. Hamilton 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.

7. The City shall provide Hamilton a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

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.

  
Larry Hamilton, an Individual

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

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-944

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**Department:** Municipal Court

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Roosevelt Daffin.

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:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3581

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**Department:** Municipal Court

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Roosevelt Daffin.

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:**



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

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Special Employee Agreement by and between the City of Huntsville and Roosevelt Daffin, 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 Roosevelt Daffin,” consisting of three (3) pages with the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND ROOSEVELT DAFFIN**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND ROOSEVELT DAFFIN**

**THIS AGREEMENT** is made and entered into on the 16<sup>th</sup> day of November, 2023, by and between Roosevelt Daffin, an individual, ("Daffin") 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. Daffin shall be employed by the City of Huntsville as a Municipal Court Marshal in Municipal Court, 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 Presiding Judge. Duties of the position of Municipal Court Marshal shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Daffin at the rate of \$26.14 per hour not to exceed an average of 29 hours per week, with the total sum not to exceed \$31,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Daffin shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Daffin 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. Daffin shall have no authorization to incur any debt or obligation on behalf of the City.

3The term of this contract shall be for a period of one year commencing on J a n u a r y  
2 , 2 0 2 4 .

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. The City shall provide Daffin a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

5. Except as specified herein, Daffin shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

6. Daffin acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Daffin 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.

7. This agreement constitutes the entire agreement between the parties.


**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**CITY OF HUNTSVILLE**

\_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk

  
\_\_\_\_\_  
Roosevelt Daffin, an Individual

## EXHIBIT A

### Nature of Work

This is specialized peace officer work in providing physical security for a courtroom and sitting Judge as well as enforcement and execution of court orders. Work involves physical/personal security activities while court is in session, enforcement of Municipal Ordinances and State Laws, enforcement of court orders in pre-trial and post-trial matters, to include collection of monies, apprehension of convicted misdemeanants, assisting the court and its' officers in investigations, and actual service and enforcement of warrants, attachments, judgments, liens and executions on judgment. Work involves elements of personal danger and Marshals must be able to act without direct supervision and to exercise independent judgment in meeting complex emergency situations. Work assignments and instructions are received in general terms from a supervisor who reviews work methods and results through observations, reports and discussions.

Provides physical security for a designated courtroom, and personal security for a sitting judge; arrests persons engaged in criminal acts; enforces court orders regarding appearances, fines, costs, restitution, forfeitures, makes presence known in a manner that contributes to deterrence and compliance. Assists citizens and other governmental agencies regarding Municipal Court practice and procedure; conduct investigations for the Court and its appropriate officers; makes arrests as required by circumstances and testifies as a witness in court. Assists in transferring prisoners. Assists other Court officers in probation, work release, electronic monitoring and court referral to ensure compliance with court orders. Requires regular and prompt attendance plus the ability to work well with others and work well as a team. Performs related work as required.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-945

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**Department:** Municipal Court

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Derrick Woodruff.

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:**







# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** TMP-3586

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**Department:** Municipal Court

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Derrick Woodruff.

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:**



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

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Special Employee Agreement by and between the City of Huntsville and Derrick Woodruff, 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 Derrick Woodruff,” consisting of three (3) pages with the date of November 16, 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 16th day of November, 2023.

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

**APPROVED** this the 16th day of November, 2023.

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

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND DERRICK WOODRUFF**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND DERRICK  
WOODRUFF**

**THIS AGREEMENT** is made and entered into on the 16th day of November, 2023, by and between Derrick Woodruff, an individual, ("Woodruff") 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. Woodruff shall be employed by the City of Huntsville as a Municipal Court Marshal in Municipal Court, 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 Presiding Judge. Duties of the position of Municipal Court Marshal shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Woodruff at the rate of \$26.14 per hour not to exceed an average of 29 hours per week, with the total sum not to exceed \$31,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Woodruff shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Woodruff 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. Woodruff shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on January 2, 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 provide Woodruff 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, Woodruff shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Woodruff acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Woodruff 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.

**CITY OF HUNTSVILLE**

\_\_\_\_\_  
Tommy Battle, Mayor

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards, City Clerk

 10/31/23  
\_\_\_\_\_  
Derrick Woodruff, an Individual

## EXHIBIT A

### Nature of Work

This is specialized peace officer work in providing physical security for a courtroom and sitting Judge as well as enforcement and execution of court orders. Work involves physical/personal security activities while court is in session, enforcement of Municipal Ordinances and State Laws, enforcement of court orders in pre-trial and post-trial matters, to include collection of monies, apprehension of convicted misdemeanants, assisting the court and its' officers in investigations, and actual service and enforcement of warrants, attachments, judgments, liens and executions on judgment. Work involves elements of personal danger and Marshals must be able to act without direct supervision and to exercise independent judgment in meeting complex emergency situations. Work assignments and instructions are received in general terms from a supervisor who reviews work methods and results through observations, reports and discussions.

Provides physical security for a designated courtroom, and personal security for a sitting judge; arrests persons engaged in criminal acts; enforces court orders regarding appearances, fines, costs, restitution, forfeitures, makes presence known in a manner that contributes to deterrence and compliance. Assists citizens and other governmental agencies regarding Municipal Court practice and procedure; conduct investigations for the Court and its appropriate officers; makes arrests as required by circumstances and testifies as a witness in court. Assists in transferring prisoners. Assists other Court officers in probation, work release, electronic monitoring and court referral to ensure compliance with court orders. Requires regular and prompt attendance plus the ability to work well with others and work well as a team. Performs related work as required.



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 11/16/2023

**File ID:** 2023-946

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**Department:** Administration

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance to name a road in John Hunt Park "Becky Peirce Drive SW."

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:** John Hunt Park

**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:** 11/16/2023

**File ID:** TMP-3627

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**Department:** Administration

**Subject:**

**Type of Action:** Introduction

Introduction of an Ordinance to name a road in John Hunt Park "Becky Peirce Drive SW."

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:** John Hunt Park

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

**Additional Comments:**

## ORDINANCE NO. 23-979

**WHEREAS**, Becky Peirce was a strong advocate for the development of John Hunt Park, opening the door to public, recreational uses in the area and setting conditions for the continued development of the park for many other modern recreational and athletic activities; and

**WHEREAS**, Becky Peirce devoted 38 years of her life advocating for public recreation in Huntsville and particularly worked for the furtherance of golf facilities throughout the community; and

**WHEREAS**, Becky Peirce's tireless efforts assisted in the development of the public golf course now in operation at the Jetport; and

**WHEREAS**, the City of Huntsville owns the John Hunt Park campus located at 2151 Airport Rd in Huntsville and wishes to further the recognition of community leaders and volunteers who played a significant role in the development of John Hunt Park and its predecessor public uses at the property; and

**WHEREAS**, in honor of Becky Peirce's years of outstanding service and her many contributions to the City of Huntsville, the City Council desires to name the road in John Hunt Park "Becky Peirce Drive SW".

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

1. That the road shown at Exhibit A in John Hunt Park shall be named and henceforth known as "Becky Peirce Drive SW".

2. That this ordinance shall be effective upon its adoption and 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

## Exhibit A

