

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 11/21/2013

Action Requested By:
Legal

Agenda Item Type
Resolution

Subject Matter:

Real Estate Sales Contract between the City and SMC Enterprises.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a real estate sales contract between the City of Huntsville and SMC Enterprises, LLC.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: _____

RESOLUTION NO. 13-_____

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 Real Estate Sales Contract by and between the City of Huntsville and SMC Enterprises, LLC, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Real Estate Sales Contract between the City of Huntsville and SMC Enterprises, LLC," consisting of eightteen (18) pages including Exhibits A through D, and the date of November 21, 2013, 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 21st day of November, 2013.

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

APPROVED this the 21st day of November, 2013.

Mayor of the City of
Huntsville, Alabama

REAL ESTATE SALES CONTRACT

STATE OF ALABAMA)
COUNTY OF MADISON)

This Real Estate Sales Contract (“Contract”) entered into on this the _____ day of _____, 2013, by and between **City of Huntsville** a municipal corporation in the State of Alabama (“Seller”) and **SMC Enterprises, LLC**, an Alabama limited liability company, its successors and assigns (“Purchaser”).

WITNESSETH:

For in consideration of the sum of the promises and mutual covenants hereinafter set forth, and for other and valuable consideration hereinafter provided, the parties do hereby agree as follows, to wit:

I. AGREEMENT TO BUY AND SELL

The Purchaser agrees to buy and the Seller agrees to sell an approximately 10 acre Tract of real property described in Exhibit “A”, attached hereto and incorporated herein by reference (the “Property”) in accordance with the covenants and conditions of this contract. Prior to Closing and as a condition to Purchaser’s obligation to close the transaction hereunder, Seller, at Seller’s expense and to the satisfaction of Purchaser in its sole discretion, shall (i) plat the Property as a single subdivision lot in accordance with Seller’s subdivision regulations, (ii) obtain a topographical map/survey of the Property, and (iii) obtain a geotechnical study of the Property. Upon such platting and subdivision, the legal description of the Property for purposes of this Agreement and the deed of conveyance to Purchaser shall be deemed to be the Property as described in, and with reference to, the recorded subdivision plat.

II. DUE DILIGENCE PERIOD

Between the execution date of this Contract and the date of Closing, Purchaser and Purchaser’s agents, employees, contractors, representatives and other designees (collectively the “Purchaser’s Designees”) shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering tests, and conducting any other investigations, examinations, tests and inspections as Purchaser may reasonably require to assess the condition of the Property; provided however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser’s Designees with respect to the Property (“Purchaser’s Activities”) shall not damage the Property in any manner whatsoever, and (ii) in the event the Property is altered or disturbed in any manner in connection with any of Purchaser’s Activities, Purchaser shall immediately return the Property to the condition existing prior to Purchaser’s Activities.

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

Purchaser shall have until the date sixty (60) days after the date the Contract was fully executed (the "Due Diligence Date") to perform such investigations, examinations, tests and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser in its sole discretion. In the event that Purchaser shall determine, in its sole and absolute discretion, that the Property is not suitable and satisfactory to Purchaser, Purchaser shall have the right to terminate the Contract by delivering written notice to the Seller not later than the Due Diligence Date. In the event Purchaser gives Seller notice of termination, all Earnest Money, if any, shall be promptly returned to Purchaser, all rights and obligations of the parties under this Contract shall expire, and this Contract shall become null and void.

III. PURCHASE PRICE

In consideration of the Seller's agreement to sell the Tract to the Purchaser, Purchaser agrees to pay to Seller the sum of \$65,000.00 per acre, for a total price of \$650,000.00 payable in full on the date of closing as hereinafter defined. If a final survey to be provided by Seller prior to closing reveals the total acreage is more or less than ten (10) acres, the Purchase Price shall be adjusted accordingly.

IV. CLOSING

Except as otherwise agreed, Closing shall occur upon five (5) days' notice by Purchaser to Seller at the Office of the City Attorney of the City of Huntsville or such other place as agreed upon by the parties. Closing shall occur not more than ninety (90) days from the date hereof; provided, however, at the election of the Purchaser, Seller shall grant an additional thirty (30) days upon the payment to Seller, as interest, of three percent (3%) of the unpaid balance of the Purchase Price at least two (2) days prior to the ninetieth (90th) day following the date hereof.

V. CONVEYANCE

Seller agrees to convey said property and will furnish to Purchaser a good and merchantable title by a properly executed warranty deed substantially in the form attached hereto as Exhibit "B", free from any and all encumbrances, subject only to easements, restrictions set out in the attached deed, rights-of-way of record, ad valorem taxes due and payable for the year 2013, and the protective covenants of Cummings Research Park West, as recorded in Deed Book 826 at Page 602 in the Office of the Judge of Probate of Madison County. If, subsequent to the execution of the contract, the Purchaser determines to finance this venture, through Industrial Development Bonds, then, upon Purchaser's request, said deed shall be delivered in the name of the Industrial Development Board of the City of Huntsville, a public corporation and instrumentally organized under the laws of the State of Alabama, as Grantee. Purchaser understands said restrictions are binding on the property and may be amended from time to time and Purchaser agrees that Purchaser shall comply with said restrictions as amended. If, prior to closing, Purchaser discovers a defect in title to the property, Seller, at Seller's option,

shall have a reasonable time (but not in excess of thirty (30) days following the receipt of Purchaser's written notice of objections) within which to cause the same to be cured. If the defects are not timely cured to Purchaser's satisfaction, (i) Purchaser may waive such defects and proceed to close or (ii) Purchaser may cancel its agreement by notice of writing to Seller, and any money paid to Seller pursuant to this contract (as Earnest Money or otherwise), shall be refunded (including interest payments for extensions); and each of the parties shall be released from further liability to the other. Purchaser shall notify Seller of any defect in writing within ten (ten) days following receipt or such title defect.

VI. CONSTRUCTION

Purchaser agrees to obtain a building permit, complete all site preparation, and to commence the actual physical construction of the facility thereon, as approved by the Architectural Control Committee, within twelve (12) months from the date of the conveyance, and to continue without interruption, Force Majeure Events (hereinafter defined) excepted, the construction of the said facility until completed according to approved plans and specifications. As used herein, the term "Force Majeure Events" shall mean any events or occurrences whatsoever which prevent or delay Purchaser's performance hereunder and which are beyond the reasonable control of Purchaser, including without limitation, an act of God, war, riot, civil commotion, or other disturbance, sovereign conduct, national emergencies, acts of civil or military authority, strike or other labor difficulties, fire, flood, catastrophe, insurrection, power or other utility failure, transportation failure, or governmental action. In the event Purchaser fails to begin substantial construction within the time described above, then the Seller may, at its option, within three hundred sixty (360) days of Purchaser's failure, repurchase the above described Tract of land for a sum equal to the total purchase price paid by the Purchaser therefore plus the reasonable value of any improvements. Purchaser also understands that there are certain building restrictions in existence with respect to property located within Cummings Research Park West, and that certain approvals are necessary for the design and construction of any structure(s) on the Tract. Purchaser agrees to comply with any and all rules and regulations with respect to structures on the Tract, as they may be amended from time to time. Purchaser will indemnify and hold harmless Seller from and against any and all liability arising out of the destruction of or damage to the property, or injuries or loss to, or death of any person in connection with the development, improvement or construction upon the real property described herein, or any activity or project conducted thereon, other liability for any loss, damages or injuries that may result from Seller's own intentional, wrongful or negligent acts. The provisions of this paragraph shall survive the closing.

Notwithstanding anything else contained in this agreement to the contrary, Seller shall provide Purchaser the assistance, incentives and other items as set forth in the incentive commitment letter attached hereto as Exhibit "C" in connection with the construction and development of the Property. The provisions of this paragraph shall survive the closing.

VII. DEFAULT

Should Purchaser fail to carry out the terms and conditions of this Contract in accordance, with all of its provisions, this contract shall terminate with no further obligations between the parties and Seller shall retain any money paid to Seller as liquidated damages. Should Seller fail to carry out this Contract in accordance with all of its provisions, (1) Purchaser shall have the option to demand a refund of any monies or an extension interest Purchaser may have paid or caused to be paid to Seller, together with payment to Purchaser by Seller of any sums expended by Purchaser in connection with Purchaser's due diligence investigations and inspections of the Property, and upon payment of such sums to Purchaser by Seller, this Contract shall terminate, or (2) Purchaser may, without demanding a return of any money, proceed with a suit for specific performance of this contract.

VIII. ADDITIONAL PROVISIONS

A. Policies and Procedures- Hazardous Materials. Purchaser shall develop and implement policies and procedures for the storage, use, receipt and disposition of any hazardous materials that come onto its premises. Purchaser will not offer or accept, under these policies, hazardous materials for transportation in commerce unless said materials are properly classed, described, packaged, marked, labeled, and in such condition for proper shipment as required under Title 49 Code of Federal Regulations, Parts 171-179. The packaging of hazardous materials coming into or going out of its facilities shall be maintained in compliance with the regulations specified for each specific mode of transportation. This includes the proper handling and transport of all materials via air, highway, rail or water.

Materials handling, as part of all manufacturing operations, will be conducted within the confines of the building. This will include the inspection of product, material packing/unpacking, and all functions requiring product or by-product preparation for transportation.

In the event by-product material removal becomes necessary, procedures will be placed into effect to ensure proper removal. Prior to the transport of materials, complete material evaluation will be conducted to ensure proper compliance with all applicable transportation requirements. All options will be evaluated for the beneficial reclamation or recycling for by-product material.

Purchaser insures that its intrastate, interstate, and internal operations will be in compliance with all applicable requirements, and that it will fully comply with all federal, state, and local laws, regulations or ordinances regarding environmental, safety, industrial hygiene, and/or hazardous material requirements.

IX. RIGHT OF FIRST REFUSAL.

Purchaser and its successors and assigns shall have a right of first refusal in the event of a sale, conveyance, transfer or lease by Seller, its, successors and assigns (the "Selling Party") of either of the parcels of land lying contiguous to the Property as marked on Exhibit "D" (the "Adjoining Parcels"), or any portion thereof, on the terms and conditions hereinafter set forth. The Selling Party is to provide Purchaser, its successors and assigns (the "Non-Selling Party") written notice at the address set forth below of the receipt by the Selling Party of a bona fide offer to purchase the Adjoining Parcels, or either of them or any portion thereof, such notice containing the material terms of the sale, the portion of the Adjoining Parcels involved and the identity of the purchaser. The Non-Selling Party shall notify the Selling Party in writing of whether or not it elects to purchase the offered property upon the same terms and conditions set forth in the offer contract within 30 days from the date of notification. If the Non-Selling Party fails to elect to purchase such property within the 30 day period (upon the same terms and conditions of the bona fide contract), the Non-Selling Party shall be deemed to have irrevocably and unconditionally waived its right of first refusal and the Selling Party may proceed to sell its respective property upon the expiration of such 30 day period to the bona fide purchaser on the same terms and conditions as have been disclosed to the Non-Selling Party. In the event that the contract is only for a portion of the Adjoining Parcels and the Non-Selling Party elects not to purchase that portion of the Property, the Non-Selling Party shall, nonetheless, have a right of first refusal over the balance of the Adjoining Parcels. If the Selling Party does not close upon the bona fide contract, the right of first refusal with respect to the subject property shall remain in full force and effect and the subject property shall again be subject to the terms herein. Notwithstanding anything provided herein to the contrary, if the right of first refusal is not exercised by the Non-Selling Party (or is deemed to have been waived by the Non-Selling Party as provided above), but (i) the Selling Party desires to change any of the terms and provisions set forth in the offer contract or (ii) the sale contemplated in the offer contract does not close on or before the closing date specified in the offer contract, then the Selling Party shall be required to re-offer the offered property to the Non-Selling Party pursuant to all of the terms and provisions of this agreement. Purchaser's address for purposes of written notice as set forth herein shall be 104 Stonecroft Drive, Madison, AL 35757. The provisions of this paragraph shall survive the closing.

X. ENTIRE AGREEMENT

This contract, with all Exhibits attached hereto, and the restrictions and covenants of as herein referenced, constitute the entire agreement between the parties. All statements, representations covenants heretofore made and any other agreements not incorporated herein are void and of no force and effect.

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 said municipality in accordance with his dully constituted authority.

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

BY: _____
Its Mayor

ATTEST:

City Clerk-Treasurer

SMC ENTERPRISES, LLC

By: _____
Name: Sheila M. Cummings
Title: Manager

WITNESS:

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that **Tommy Battle**, whose name as Mayor of **THE CITY OF HUNTSVILLE**, is signed to the foregoing Contract and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said City of Huntsville, on the day the same bears date.

Given under my hand this the 21st day of November, 2013

NOTARY PUBLIC

My Commission Expires: _____

[NOTARIAL SEAL]

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that **Sheila M. Cummings**, whose name as Manager of **SMC Enterprises, LLC**, an Alabama 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 such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the 21st day of November, 2013.

NOTARY PUBLIC

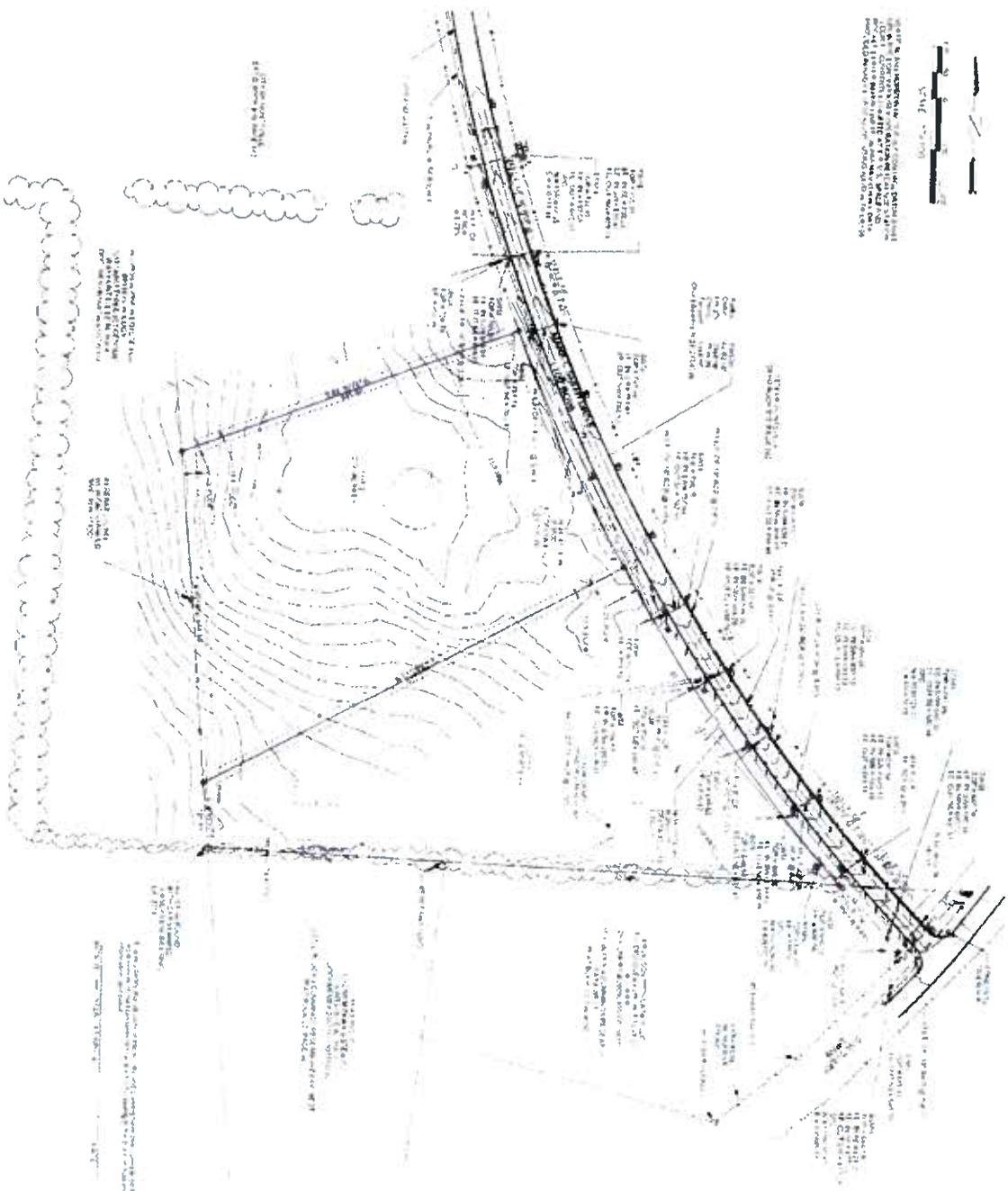
My Commission Expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"

Subject Property described as: SEE ATTACHED.

ASB# 12142313 9/11/1984
VOLUME 2, SHEET 1 OF 2
CUMMINGS AEROSPACE RESEARCH PARK 5.000 AC. - PLAN 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



DATE: 9/11/1984
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 100'

1	CONSTRUCTION
2	EXISTING BUILDINGS
3	EXISTING PAVEMENT
4	EXISTING UTILITIES
5	EXISTING TREES
6	EXISTING FENCES
7	EXISTING DRIVEWAYS
8	EXISTING ROADS
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99	EXISTING UTILITIES
100	EXISTING TREES

CUMMINGS AEROSPACE
 HUNTSVILLE, ALABAMA

RESEARCH PARK

PREPARED FOR:
 MATTHEW GOLDMAN
 CUMMINGS AEROSPACE

GARVER
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 17th Street, N.W.
 Washington, D.C. 20036
 Phone: (202) 331-1000

DATE: 9/11/1984
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1" = 100'

EXHIBIT "B"

Form of Deed – see attached

STATE OF ALABAMA)
 :
MADISON COUNTY)

STATUTORY WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that the **City of Huntsville, Alabama**, an Alabama municipal corporation ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto _____, a _____ ("Grantee"), subject to the matters hereinafter set forth, the real property situated in Madison County, Alabama, described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

This conveyance is subject to, and there is excepted from the warranty of this conveyance, those certain exceptions set forth on Exhibit B attached hereto and made a part hereof (the "Exceptions").

TO HAVE AND TO HOLD the Property, together with all the rights, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, unto Grantee, its successors and assigns forever; subject, however, to the Exceptions.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on or as of the _____ day of _____, 2013.

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

By: _____
Tommy Battle, Mayor

ATTEST:

By: _____
Charles E. Hagood
Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

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

GIVEN under my hand and official seal this the _____ day of _____, 2013.

Notary Public

THIS INSTRUMENT PREPARED BY:
Peter S. Joffrion, City Attorney
308 Fountain Circle, Post Office Box 308
Huntsville, Alabama 35804
Telephone: (256) 427-5026

EXHIBIT A

Property Description

EXHIBIT B

Exceptions

1. General and special taxes or assessments for the year 20____ and subsequent years not yet due and payable;
2. {INSERT OTHER TITLE EXCEPTIONS}

EXHIBIT "C"

Incentive Commitment Letter – see attached



HUNTSVILLE

Urban Development Department
Engineering Division

Shane Davis, P.E.
Director of Urban Development
City Engineer

October 4, 2013

Cummings Aerospace
Attn: Sheila Cummings, President/CEO
512B Research Drive
Huntsville, AL 35805

Re: Project Glass - Cummings Aerospace Expansion

Ms. Cummings:

Please consider this letter as a formal incentive commitment by the City of Huntsville to provide assistance to Cummings Aerospace in the construction of a new Headquarters Campus in Cummings Research Park. We believe that the type of industry and the skilled workforce Cummings Aerospace employs will complement Huntsville's high tech corporate portfolio while adding to our engineering and technical expertise. The continued growth of your company also increases the community's presence in the aerospace and defense industry.

The City hereby commits to providing up to \$50,000 in aid to construction for Project Glass. This assistance will be in the form of providing: construction of Ingress/egress to the proposed site, financial assistance in aide-to-construction costs with utilities (water, sewer, gas, and storm water). In addition to these items to offset direct construction costs, the City will also conduct the necessary boundary surveys for the project site prior to the start of construction at no cost to Cummings Aerospace.

In a highly competitive industry, selecting Huntsville and building a headquarters facility in the heart of the nation's second largest Research and Development Technology Park is critical to the success of the community's economic development efforts. Your workforce will be a tremendous addition to this area's growing creative class and a significant part of our community's marketing efforts.

Our team is prepared to provide any additional information and/or answer any questions that you may request in an expeditious manner in order to help this project get started in Cummings Research Park. We trust that these incentives will provide Cummings Aerospace with an economic benefit for the project and also prove our commitment to your company continuing the great success in the Huntsville market. Please do not hesitate to contact my office should you have any questions or need any additional assistance with Project Glass.

Sincerely,

Shane A. Davis
Director of Urban Development

The Star of Alabama

EXHIBIT "D"

Description of Adjoining Parcels– see attached

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Legal

Council Meeting Date: 11/21/2013

Department Contact: Peter Joffrion

Phone # 427-5026

Contract or Agreement: Real Estate Sales Contract with SMC Enterprises, LLC

Document Name: Real Estate Sales Contract between the COH and SMC Enterprises, LLC

City Obligation Amount:

Total Project Budget: \$650,000

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		
2) Legal		
3) Finance		
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		