



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
December 11, 2023

AGENDA NO. 2023-23-RG

City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public who would like to weigh in on a Council matter but do not want to attend, may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Pastor John Ryberg

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-22-RG, dated November 27, 2023

7. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

8. PRESENTATIONS AND AWARDS

A. Cristie Clark, Captured by Cristie, LLC, presents the City with a Framed Print of her winning photo of Downtown Madison

B. Donation of Fire Alarm Training Panel by State Systems to Madison Fire and Rescue to provide hands-on training for personnel to assess fire alarm conditions involving smoke detectors, heat detectors, duct smoke and other fire alarm devices

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

- B. **Resolution No. 2023-358-R:** Approving an Annual Appropriation Agreement with the Madison City Disability Advocacy Board for FY 2024 in the amount of \$4,500 (to be paid from General Operating account)
- C. **Resolution No. 2023-359-R:** Approving an Annual Appropriation Agreement with the Riley Center for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)
- D. **Resolution No. 2023-360-R:** Approving an Annual Appropriation Agreement with the United Way of Madison County for FY 2024 in the amount of \$10,000 (to be paid from General Operating account)
- E. **Resolution No. 2023-361-R:** Approving an Annual Appropriation Agreement with the Huntsville Madison County Chamber of Commerce for FY 2024 in the amount of \$45,000 (to be paid from General Operating account)
- F. **Resolution No. 2023-362-R:** Approving an Annual Appropriation Agreement with the Huntsville Botanical Gardens for FY 2024 in the amount of \$15,000 (to be paid from General Operating account)
- G. **Resolution No. 2023-399-R:** Declaring two Dell Monitors as surplus property formerly used by the Police Department. The Monitors are of negligible value and authorizing the disposal of said property
- H. **Resolution No. 2023-412-R:** Amending contract with Tidewater Landscape Management to add monthly groundskeeping services at the Wellness Center, located at 190 Graphics Drive in the amount of \$150.00 per month/ \$1,800.00 per year (to be paid from Facilities and Grounds Department budget)
- I. **Resolution No. 2023-422-R:** Authorizing a three-year subscription agreement with Wow! Business for internet services for the property located at 230 Business Park Boulevard, Building 23A (Public Safety Annex) (to be paid from Information Technology Department budget)
- J. **Resolution No. 2023-423-R:** Authorizing a three-year subscription agreement with Wow! Business for internet services for the property located at 190 Graphics Drive (Wellness Center) (to be paid from Information Technology Department budget)
- K. **Resolution No. 2023-424-R:** Authorizing a three-year subscription agreement with Wow! Business for internet services for the property located at 228 Mose Chapel (Sunshine Oaks) (to be paid from Information Technology Department budget)
- L. Authorization of payment to MidSouth Paving Inc. in the amount of \$119,318.37 for asphalt paving Sullivan - Browns Ferry (to be paid from 2019 Gas Tax Fund account)
- M. Authorization to solicit bids for tree cutting services in connection with Project No. 20-008 | Browns Ferry Culvert - Bridge Replacement
- N. Acceptance of Senior Center Donation from L. Tucker for \$30.00

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Cindi Sanderson, Chair to Place 5 of the Madison Station Historic Preservation Commission with a term expiration of October 27, 2027

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

- A. **Resolution No. 2023-409-R**: Request for an Off-Premises Beer and Wine License from Circle K Stores Inc., doing business as Circle K Store No. 2707201, for their location at 11990 County Line Road

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No 2023-391-R**: Authorizing a Professional Services Agreement with Garver, LLC for final design for Palmer Road Approaches and Bridge Replacements over Bradford Creek and Mill Creek on Project 22-006 in an amount not to exceed \$211,049.35 (to be paid from Engineering Department budget)
- B. **Resolution No. 2023-410-R**: Amendment to a Professional Services Agreement with J.W. Kennedy for additional survey at Eastfield Drive and Pebblebrook Circle with preparation of additional legal descriptions on the Gooch sidewalk extension Project No 22-023 in the amount of \$4,200.00 (to be paid from Engineering Department budget)
- C. **Resolution No. 2023-411-R**: Authorizing a Professional Services Agreement with Miller and Miller Inc. in an amount not to exceed \$15,250.00 for concrete headwall and guardrail repair on Segers Road bridge south of Hardin Oak Drive, Project No. 24-009 (to be paid from Contingency line item in General Services Department)

FACILITIES AND GROUNDS

- A. **Resolution No. 2023-405-R**: Authorizing an agreement with Cook's Pest Control for termite services at the Wellness Center, 190 Graphics Drive, initial year payment of \$2,863 and \$1,188 annually thereafter (to be paid from Facilities & Grounds Department budget)
- B. **Resolution No. 2023-417-R**: Authorizing an agreement with Cook's Pest Control for pest control services at the Wellness Center, 190 Graphics Drive, initial month payment of \$370 and \$185 per month thereafter (to be paid from Facilities & Grounds Department budget)
- C. **Resolution No. 2023-421-R**: Appraisal Services Agreement with Valbridge Property Advisors for appraisal of property located at 4182 Sullivan Street for the appraisal fee of \$3,500 (to be paid from the City's contingency fund)

HUMAN RESOURCES

- A. **Resolution No. 2023-407-R**: Approving Holiday Observance Dates for 2024

POLICE

- A. **Resolution No. 2023-408-R**: Approving a Professional Services Agreement with PAS Consulting Group for promotional process services in the amount of \$23,000 for first year of term, \$21,000 for subsequent years of term (to be paid from Police Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

Agenda Note: It should be noted that there are times when circumstances arise that require items be added to or deleted from the agenda at time of the Council meeting. Also all attached documents are to be considered a draft until approved by Council.

All attendees are advised that Council meetings are televised and that their statements and actions are therefore viewed by more than just those attending the meetings.



**MINUTES NO. 2023-22-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
November 27, 2023**

The Madison City Council met in regular session on Monday, November 27, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Cody Edger, Cornerstone Word of Life Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Absent
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Administrative Assistant Myranda Staples, City Attorney Brian Kilgore, Information Technology Director Chris White, ERP Support Specialist Michelle Parker, Economic Development and External Affairs Officer Traci Gillespie, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Revenue Ivon Williams.

Public Attendance registered: Margi Daly, Jennifer Coe, Bob Burns, Jean Ann Berufield, and Cody Edger.

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested the following amendments to the agenda:

- Add **Resolution 2023-404-R**: Copier for Facilities and Grounds
- Remove **Resolution 2023-390-R**: Removing a professional services agreement with Prominence Contracting.

APPROVAL OF MINUTES

MINUTES NO. 2023-21-RG DATED NOVEMBER 13, 2023

Council President Bartlett moved to approve Minutes No. 2023-21-RG. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

PRESENTATIONS AND AWARDS

MADISON VISIONARY PARTNERS UPDATE FOR KID'S KINGDOM - MELANIE THORNTON

Ms. Melanie Thornton spoke about all of the efforts collectively made to help Madison Visionary Partners in the success of the renovations of Kid's Kingdom

- Raised over \$600,000, which includes legislative grant money that went directly to the City of Madison
- Over 100 volunteers collectively invested over 600 hours of their time
- Recognized Matt McClelland for his leadership on the Campaign Committee and Kory Alford for being a valuable partner in seeing the vision for the playground
- Thanked the donors who saw the impact their dollars made

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council were able to email it to the City Clerk by noon last Friday. Those who could not attend the meeting in person and wanted to email their written comments were advised to do so no later than noon this date via email to citycouncil@madisonal.gov.*

MR. BOB BURNS (DISTRICT 2)

Mr. Burns appeared before Council and Mayor Finley to voice his concerns on the following items:

- Lamb of God poll location

MS. MARGI DALY (DISTRICT 6)

Ms. Daly appeared before Council and Mayor Finley to voice her concerns on the following item:

- Streetlights
- Civic Engagement
- City investing in real estate
- Redistricting on County Line

MR. JEFF JOHNSON (DISTRICT 5)

Mr. Johnson appeared before Council and Mayor Finley to voice her concerns on the following items:

- Ordinance 2023-375

MS. JENNIFER COE (DISTRICT 5) ASHLEY ESTATES

Ms. Coe appeared before Council and Mayor Finley to voice her concerns on the following items:

- Acceptance of donation from Madison Visionary Partners

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order. Council Member Spears explained the donation check from Madison Visionary Partners. The big presentation check included all of the donations for Kid's Kingdom, including ones that were donated prior to the final check. The fee that was from MVP was part of the agreement for their administrative costs for their services.

Council Member Spears moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating Account	\$1,473,289.49
Special General Operating Accounts	\$52,478.50
ADEM Storm Drainage	\$385.00
Gasoline Tax & Petroleum Inspection fees	\$45,200.33
Street Repair and Maintenance	\$620.31
CIP Bond Accounts	\$261,388.72
Library Building Fund	\$2,016.52
Regular and periodic bills to be paid	

Resolution No. 2023-353-R: Approving an annual appropriation agreement with the Convention and Visitors Bureau for FY 2024 in the amount of \$45,000 (to be paid from General Operating account) *City of Madison, Alabama Page 2 November 27, 2023*

Resolution No. 2023-354-R: Approving an annual appropriation agreement with KTECH, A Workforce Initiative of the Kids to Love Foundation for FY 2024 in the amount of \$5,000 (to be paid from General Operating account)

Resolution No. 2023-355-R: Approving an annual appropriation agreement with Liberty Learning Foundation for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)

Resolution No. 2023-356-R: Approving Annual Appropriation Agreement with the Madison Beautification and Tree Board (MBTB). FY24 Appropriation in the Amount of \$7,500.00 to be paid from General Operating Account)

Resolution No. 2023-357-R: Approving an annual appropriation agreement with the Madison City Community Orchestra for FY 2024 in the amount of \$2,500 (to be paid from General Operating account)

Resolution No. 2023-386-R: Authorizing a service agreement with On-Line Information Services, Inc. for Police Department research purposes in the amount of \$84 per month (to be paid from Police Department budget)

Resolution No. 2023-388-R: Declaring a damaged drone formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property.

Resolution No. 2023-392-R: Authorizing the Second Amended Contract with Lee Company to provide HVAC service to the Fitness Center (Additional \$15,852 to yearly contract)

Resolution No. 2023-393-R: Acceptance of final settlement from Alabama Municipal Insurance Corporation on Claim No. 059201AH for loss which occurred on February 4, 2023 Station #1 bay door. The final settlement will is \$1,591.00. The final amount to the City is \$591.00 after the \$1,000.00 deductible(to be deposited into General Operating account)

Resolution No. 2023-401-R: Authorizing an amendment to contract with Republic Services for the addition of weekly trash service at Sunshine Oaks in the amount of \$98.73 per month (to be paid from General Services Department budget)

Resolution No. 2023-402-R: Authorizing an amendment to contract with Republic Services for the addition of weekly trash service at the Wellness Center in the amount of \$98.73 per month (to be paid from General Services Department budget)

Resolution No. 2023-403-R: Authorizing an amendment to contract with Republic Services for the addition of an as needed roll-off dumpster service at Sunshine Oaks in the amount of \$350 per haul and \$65 per ton (to be paid from General Services Department budget)

Authorization of payment (Draw #4) to Enfinger Development, Inc. in the amount of \$201,406.62 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38).

Acceptance of donation from Halo Homecare LLC in the amount of \$250.00 to be deposited into Senior Center Donation account

Acceptance of donation from Madison Visionary Partners, Inc. in the amount of \$492,537.16 on behalf of The Madison City Disability Advocacy Board for the Kids Kingdom Renovation Project

Council Member Powell seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

Mayor Finley reported on the following activities, events, and newsworthy items:

- Thanked Council Member Spears for explanation of funding to Madison Visionary Partners, Public Works for their efforts, Engineering team and Recreation
- Christmas Light show is now happening at Toyota Field every night from 5-9 p.m. through Christmas. Starting November 30th the Winter Wonderland will also open

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

Council Member Wroblewski reported on the following activities, events, and newsworthy items:

- Thanked Leadership Huntsville for inviting her to their election political forum in support of Leadership Greater Huntsville

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Council Member Spears reported on the following activities, events, and newsworthy items:

- Attended Leaders in Action Luncheon – Steve Perry made a great presentation on preparing an emergency plan for your home and business

- She is actively working with the City Clerk for a new polling location to replace Lamb of God location
- Next Finance Committee meeting will be December 18th at 8:00 a.m. in the conference room. The Finance Committee meetings will now be held the morning of the second City Council meeting in the conference room at 8:00 a.m.
- City audit should begin in a couple of weeks
- Requests will be sent out to different departments regarding mid-year budgets in February
- Madison Utilities was able to successfully close on the well and updated easement language

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Council Member Powell reported on the following activities, events, and newsworthy items:

- A lot of events coming up at the beginning of the month for Christmas and they can be viewed on the website

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

Council Member Bartlett reported on the following activities, events, and newsworthy items:

- December meetings will be held on December 11th and 18th because the second meeting falls on Christmas
- Thanked Recreation for putting up all of the Christmas decorations

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Council Member Denzine reported on the following activities, events, and newsworthy items:

- Absent

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Council Member Seifert reported on the following activities, events, and newsworthy items:

- No new business

BOARD/COMMITTEE APPOINTMENTS

City Attorney Brian Kilgore explained that the Council had enabled the Medical Clinic Board for the purposes of Madison Hospital with the last term being sometime in 2014 as there has been no need for it since then. Property that is owned by HEMSI that is part of the collateral for a bond that was issued through the board is going to issue its last payment on December

11th, 2023. HEMSI is asking that the board meet again to satisfy the last bond payment. After the bond payment is made, the board can disband due to there being no additional use for it.

Council President Renae Bartlett indicated that the Council has come up with three nominations for the board as there are no further nominations. The following Members have been appointed by acclamation:

APPOINTMENT OF JEROMY GWIN ON THE MEDICAL CLINIC BOARD NOVEMBER 27, 2023 TO NOVEMBER 27, 2025

APPOINTMENT OF FLO BEHN ON THE MEDICAL CLINIC BOARD NOVEMBER 27, 2023 TO NOVEMBER 27, 2025

APPOINTMENT OF DR. STEVE SULLINS ON THE MEDICAL CLINIC BOARD NOVEMBER 27, 2023 TO NOVEMBER 27, 2025

PUBLIC HEARINGS

Speakers and public hearing applicants who wanted to address agenda items listed under this section of the agenda were instructed to reserve their comments for the public hearing. Before or during the Council Meeting they were asked to sign up for the public hearing at which they wanted to address Council by texting the word "COMMENT" to the City's automated SMS system at 938-200-8560 or by filling out a card available in the vestibule or from the City Clerk. The project initiator, applicant, owner or agent of the business or property that is the subject of the hearing was allowed to speak for 15 minutes. Residents within the noticed area of the subject property, as well as all other members of the public, were allowed to speak for 5 minutes.

RESOLUTION NO. 2023-400-R: REQUEST FOR AN OFF-PREMISES BEER AND WINE LICENSE FROM 7964 INC., DOING BUSINESS AS MADISON QUICK STOP #2, FOR THEIR LOCATION AT 7964 MADISON BOULEVARD

Director of Revenue Ivon Williams explained the lease on the multi-business has changed, but the ownership remains the same.

Margy Daly expressed that she would like the Council to consider everyone's opinion on where liquor licenses should be issued

Council Member Spears moved to approve Resolution No. 2023-400-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

FACILITIES AND GROUNDS

RESOLUTION NO. 2023-395-R: AUTHORIZING A CONTRACT WITH MICROMAIN CORPORATION FOR A MAINTENANCE MANAGEMENT SOFTWARE (\$9,792.00 TO BE PAID FOR INITIAL YEAR; \$6,804 TO BE PAID EACH ADDITIONAL YEAR FROM FACILITIES & GROUNDS BUDGET)

Director of Facilities and Grounds Gerald smith explained how the software system works, by tracking each property by address so they know where money is being spent and where they are having reoccurring problems. This will help with managing their maintenance budget

Council Member Powell moved to approve Resolution No. 2023-395-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-396-R: AUTHORIZING AN AGREEMENT TO PROGRAM THE TRANE SOFTWARE SYSTEM FOR THE WELLNESS CENTER (\$1,906.49 ONE-TIME PAYMENT TO BE PAID FROM FACILITIES & GROUNDS' BUDGET)

Council Member Powell moved to approve Resolution No. 2023-396-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-397-R: AUTHORIZING AN AGREEMENT WITH TRANE FOR BUILDING AUTOMATION SERVICES FOR WELLNESS CENTER (\$3,701.94 FOR INITIAL YEAR PAID FROM FACILITIES & GROUNDS BUDGET)

Council Member Powell moved to approve Resolution No. 2023-397-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye

Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-398-R: AUTHORIZING A CONTRACT WITH GRAHAM CONSTRUCTION LLC FOR REPAIRS TO THE MAIN STREET CAFÉ IN AN AMOUNT NOT TO EXCEED \$110,000 (TO BE PAID FROM INSURANCE DEDUCTIBLE LINE-ITEM IN GENERAL SERVICES DEPARTMENT BUDGET)

Director of Facilities and Grounds Gerald Smith explained Director of Finance Roger Bellomy will be paying this expense out of Finances budget until they get reimbursed for the full amount from the insurance company

Council Member Shaw moved to approve Resolution No. 2023-398-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-404-R: AUTHORIZING AN AMMENDMENT TO THE LIOCE PRINTER CONTRACT FOR AN ADDITIONAL COPIER FOR FACILITIES AND GROUNDS LOCATED AT 228 MOSE CHAPEL ROAD IN THE AMOUNT OF \$135.95 PER MONTH (TO BE PAID FROM FACILITIES AND GROUNDS BUDGET)

Council Member Powell moved to approve Resolution No. 2023-404-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2023-375: AMENDING THE PERIOD OF TIME THAT A NOISE PERMIT MAY BE FILED FROM 15 DAYS TO 72 HOURS PRIOR TO EVENT (FIRST READING 11/13/2023)

Council Member Wroblewski moved to approve Ordinance No. 2023-375. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Nay
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Council Member Wroblewski questioned what the impetus was for this ordinance. Council Member Spears commented that she feels there should be time limits as to how long people who obtain noise permits can use them for. City Clerk-Treasurer Lisa Thomas explained the reason for the proposal of the ordinance, explaining that when construction businesses come from out of town to do business in Madison, they are not aware of our ordinances.

Mayor Finley asked the question if there are different permits for long-term noise vs. short-term concrete pour permits. Ms. Thomas responded that they are the same permit.

Council Member Shaw clarified that you can apply for the permit far more advance than three days, three days is the minimum amount of time that is needed to apply for the permit. Council Member Powell explained that when a noise permit is being applied for in their districts, they are notified through email to make the decision to sign off and that takes time. He stated that this ordinance would give them an adequate amount of time to send to everyone needed to approve the permit. Council Member Seifert states that with this ordinance, we are going to have to rely on the citizens to follow the rules and obtain a permit.

Council Member Wroblewski asked if these permits are mostly being requested by construction companies and City Clerk-Treasurer Lisa Thomas responded saying, yes, these permits are usually requested by construction companies.

Council Member Spears commented that she feels this ordinance will make people wait until the last minute to apply for the permit with the change. City Attorney Brian Kilgore explained that during the permitting process, the approving party can place certain stipulations on the permit before approving it.

Motion carried.

SENIOR CENTER

RESOLUTION NO. 2023-368-R: AUTHORIZING A PHILANTHROPY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF MADISON SENIOR CENTER AND THE MADISON CHAPTER OF THE NATIONAL CHARITY LEAGUE, INC. FOR VOLUNTEER SUPPORT.

Council Member Wroblewski moved to approve Resolution No. 2023-368-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council Member Wroblewski asked that the Council have a work session in January. Council President Bartlett said she has emailed the dates to Council and has not heard any nays and will forward them to City Clerk-Treasurer Lisa Thomas to get them on the calendar.

ADJOURNMENT

Having no further business to discuss Council Member Wroblewski moved to adjourn.
The roll call vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Absent
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 6:52 p.m.

Minutes No. 2023-22-RG, dated November 27th, 2023, read, approved and adopted this 11th day of December 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Myranda Staples
Recording Secretary

RESOLUTION NO. 2023-358-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CITY DISABILITY
ADVOCACY BOARD FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison City Disability Advocacy Board ("MCDAB") for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty-five hundred dollars (\$4,500.00)** for FY 2024.

READ, PASSED, AND ADOPTED this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **MADISON CITY DISABILITY ADVOCACY BOARD** (hereinafter “MCDAB”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, MCDAB will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that MCDAB shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MCDAB the sum of four thousand five hundred dollars and no cents (\$4,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MCDAB pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MCDAB agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MCDAB.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MCDAB regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of MCDAB, nor shall MCDAB at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, MCDAB being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of MCDAB and that officers, employees, and any other agents of MCDAB are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MCDAB is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. MCDAB hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or MCDAB may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MCDAB agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

MADISON CITY DISABILITY ADVOCACY BOARD

By: _____

Its: _____

Date: _____

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 the Madison City Disability Advocacy Board 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/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A – FY 2024

MADISON CITY DISABILITY ADVOCACY BOARD (MCDAB)

- MCDAB will continue to look at issues from an ongoing **Needs Assessment** and make recommendations as appropriate.
- The **Accessibility Committee** will continue to investigate accessibility issues and advise the City of Madison on potential solutions to those issues. The Accessibility Committee will continue advise and collaborate on Palmer Park renovations
- **Community Involvement** –MCDAB is working with Parks & Rec to bring swim lessons for the special needs population in our city. MCDAB will support Madison City parks and rec in certification for coaches and has purchased equipment to facilitate use of the pool for those needing physical accommodations.
- **Employment** – MCDAB will continue to advocate via the Employment Committee to promote awareness of the benefits of, and advocate for, hiring people with disabilities.
- **Public Awareness** - MCDAB will continue to host a disability information booth at the Madison Street Festival and at other venues when possible. We will maintain a website and a Facebook page as a resource for citizens. We will disseminate information and post articles on disability issues as well as the board's activities through various types of media. We plan to participate in community events such as the Christmas Parade.
- **Recreation Advisory Board** – MCDAB will continue to advocate for accommodations and modifications that help citizens with disabilities use the City's programs & facilities, and/or suggest the creation of new programs if needed.
- **Recreation** – MCDAB will continue partnership opportunities with Madison City Parks & Recreation to host the Special-Needs Easter Egg Hunt, Fishing Rodeo and other recreational events of opportunity. We also continue to partner with the Madison YMCA to continue the "Making Waves" swim time for families with special-needs.
- MCDAB continues to develop planned recommendations to enhance and expand accessible playground facilities in both Dublin and Palmer Parks.
- As needed and when appropriate, MCDAB will provide recommendations to the City for more inclusive events and needed accommodations at the new community center.
- MCDAB will continue to explore ideas for fundraiser(s).

RESOLUTION NO. 2023-359-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH RILEY CENTER FOR
AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE
CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Riley Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seven thousand Five hundred dollars (\$7,500.00)** for FY 24.

READ, PASSED, AND ADOPTED this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

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COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **RILEY CENTER** (hereinafter “RC”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, RC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that RC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to RC the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. RC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, RC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by RC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by RC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

construed to be a partner, joint venture, or agent of RC, nor shall RC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.

6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, RC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of RC and that officers, employees, and any other agents of RC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. RC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. RC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or RC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. RC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

RILEY CENTER

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
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COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Riley Center 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/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

FUNDING REQUEST & DESCRIPTION OF USE:

Goal: Requested funding will be used to support The Riley Center’s In-Clinic Behavioral Treatment: ABA Therapy Clinic and Assessment Services.

Our goal is to meet the increasing demand for services, and to expedite services to the children currently on our waitlist, by expanding the capacity of The Riley Center's ABA Clinic while maintaining the integrity of our programming by providing effective therapy with best outcomes for each child, adolescent, young adult, and family.

Resource/Item Requested	Estimated Cost	Purpose and Impact on Providing Services
New Child Assessment, Child/Family Training and Startup Cost	\$1,300	Initial assessment and start up fees can be financially staggering for most families. These are cost that are not covered by insurance or grants. Securing funds to offset these costs is crucial to ensuring the expense is not passed on to families. Amount requested includes required Electronic Medical Records (EMR) data software per child @ \$50 for 11 children; initial parent program training for 10 new families at \$75.
Initial training to certify staff required to provide therapy services	\$1,700	Insurance requires all therapists to be trained and pass a national certification test before providing therapy to children. These costs are not included in patient and client fees as the current financial responsibility is a hardship for families. The amount requested includes testing fees, trainer, and new employee fees for 10 new therapists @ \$170/staff.
Equipment to support additional therapy rooms	\$4500	Materials/Equipment for therapy required (not reimbursed by insurance) for 30 children at \$150 per child. Therapy equipment/materials include: Receptive and expressive ID cards, reasoning/logic manipulatives, app programs for autism; chair, table, storage rack for individual materials.

Total: \$7,500

RESOLUTION NO. 2023-360-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH UNITED WAY OF MADISON COUNTY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with United Way of Madison County for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars (\$10,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

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THIS AGREEMENT IS MADE between the **UNITED WAY OF MADISON COUNTY** (hereinafter **“UWMC”**) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the **“City”**).

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that UWMC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to UWMC the sum of Ten thousand dollars and no cents (\$10,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. UWMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, UWMC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by UWMC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by UWMC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of UWMC, nor shall UWMC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, UWMC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of UWMC and that officers, employees, and any other agents of UWMC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. UWMC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. UWMC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or UWMC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. UWMC agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

UNITED WAY OF MADISON COUNTY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
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COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the United Way of Madison County 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/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

United Way of Madison County (UWMC) is pleased to partner with the City of Madison and intends to use the FY24 funding by providing:

United Way's 211 service, delivered in partnership with Crisis Services of North Alabama. When individuals need to find help for something beyond their capacity to deal with on their own, 211 is readily available 24/7, 365 days a year. Experienced call specialists answer phone calls, respond to texts, and conduct online chats through our state-wide database portal with the purpose of connecting those in need with those who can help (<https://211connectsalabama.org>). In those brief conversations, they are able to listen to the needs of the resident calling, access the most extensive database of health and human services in Madison County and provide key referrals to the agency who can actually provide services the individual needs. Statistics tell us that individuals looking for help alone can contact 6-7 organizations before finding the one who actually can provide the help they need. In these days when more individuals are experiencing high stress and financial strains, this lifeline assists not only with the need at hand but improves the mental health and ability to cope for thousands each year. Getting help before the situation becomes more costly, emotionally and financially, is a critical efficiency and savings for the individual, our local resources including local governments, and all of us.

UWMC saw more than 2,000 inquiries annually coming into our 211 call center in 2021-22 from the City of Madison and thousands more from our surrounding and connected communities. UWMC will share promotional information with the city and coordinating to place flyers, brochures, posters, etc. informing the community about 211 throughout this funding year.

UWMC will be tracking data via zip code to continue to monitor the needs of our community and help those calling in. United Way also takes seriously the updating of the database to assure accuracy and our 2024 National 211 Day efforts will center around that as our communities grow.

RESOLUTION NO. 2023-361-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH CHAMBER OF COMMERCE
OF HUNTSVILLE MADISON COUNTY FOR AGENCY SERVICES RELATED TO THEIR
ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Chamber of Commerce of Huntsville Madison County for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty-Five thousand dollars (\$45,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY** (hereinafter the “Chamber”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, the Chamber will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that the Chamber shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the Chamber the sum of Forty-Five thousand dollars and no cents (\$45,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The Chamber pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the Chamber agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by the Chamber.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by the Chamber regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of the Chamber, nor shall the Chamber at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, the Chamber being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of the Chamber and that officers, employees, and any other agents of the Chamber are not nor shall they be deemed to be officers, employees, or agents of the City.
7. The Chamber is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. The Chamber hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or the Chamber may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. The Chamber agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on each day and year evidenced below.

CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY

By: _____

Its: _____

Date: _____

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 the Chamber of Commerce of Huntsville-Madison County 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/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
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COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

The Chamber of Commerce of Huntsville-Madison County (the “Chamber”), in coordination with the program of economic development, agrees that beginning as of the date of this Agreement, it will furnish and provide the following services to the City of Madison (“Madison”):

- Promote Madison as a key location for new and expanding business and industry.
- Include Madison officials in events, announcements, and internal proceedings that affect Madison or others of relevance in Madison County.
- Coordinate activities and meetings with the Madison Chamber of Commerce to reduce or eliminate the number of concurrent events on related subjects/topics.
- Maintain general and statistical information regarding Madison for response to industrial prospects and general inquiries.
- Respond to inquiries relating to business and industry, as well as general community issues pertaining to Madison.
- In coordination with the Industrial Development Board of the City of Madison, the Chamber shall maintain information on available industrial building and sites.
- Meet with industrial prospects on behalf of Madison, and present Madison industrial properties to prospects.
- Advise the Industrial Development Board of the City of Madison regarding procedures for obtaining appropriate State and Federal financial assistance concerning industrial expansion available to Madison.
- The Chamber shall be available to Madison and its Industrial Development Board for consultation on matters concerning the economic development of the City.

Madison and the Chamber agree that other specific services may be requested from time to time. The Chamber pledges to act on these requests in a good faith manner, and Madison agrees to pay for such services in an amount mutually agreed upon by both parties.

RESOLUTION NO. 2023-362-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE BOTANICAL GARDEN FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville Botanical Garden for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifteen thousand dollars (\$15,000.00)** for FY 2024.

READ, PASSED, AND ADOPTED this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between **HUNTSVILLE BOTANICAL GARDEN** (hereinafter “HBG”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

WHEREAS, it is the objective of the parties to cooperatively work toward the betterment of the community at large; and

WHEREAS, HBG will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and conditions hereinafter set out, the parties do hereby agree as follows:

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that HBG shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HBG the sum of Fifteen thousand and no cents (\$15,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HBG pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HBG agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HBG.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by HBG regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of HBG, nor shall HBG at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, HBG being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of HBG and that officers, employees, and any other agents of HBG are not nor shall they be deemed to be officers, employees, or agents of the City.
7. HBG is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. HBG hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or HBG may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. HBG agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

HUNTSVILLE BOTANICAL GARDEN

Its: _____

Date: _____

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 Huntsville Botanical Garden 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/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____,
2023.

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

EXHIBIT A

The Huntsville Botanical Garden continues to partner with and support the City of Madison as follows:

Huntsville Botanical Garden is open year-round and is mission-driven for public education and enjoyment, scientific research and conservation. Residents of the City of Madison are engaged with the Garden in all aspects of our mission to connect people to plants: from visiting the wonder-filled gardens and exhibits to joining our efforts as members, volunteers and staff to participating in our education programs from children to adults.

How Huntsville Botanical Garden Benefits the Residents of the City of Madison

		Total	Madison	%
Visitors	Of the Visitors from the State of Alabama, those from the City of Madison	136,994	35,569	26%
	Of all Visitors to the Garden, those from the City of Madison	172,109	35,569	21%
Memberships		9,151	2,567	28%
Volunteers	Residents of the City of Madison provided 6,494 hours of service.	1,757	326	19%
STEM Education Programs:				
STEM School Field Trips from Heritage, Columbia, Mill Creek, Midtown, Madison Elementary, and Madison City Summer Program	Targeted for students in Grades K through 4, Garden STEM Field Trips are an extension of the classroom, STEM based and in line with National and Alabama Science Standards.	Students: 6,349 Parents: 3,091	1,073 368	17% 12%
Spring Break STEM Camp	Designed to immerse children (Grades K through 6) in nature and foster their connection to the natural world through hands-on, engaging STEM activities.	25	10	40%
Summer STEM Camp		545	317	58%
Fall Break STEM Camp		30	16	53%
Seeds to Sprouts	Targeted to children ages 2 through 5 to discover the wonder of nature and science.	126	48	38%
Nature Academy	Provides hands-on science classes to enrich STEM learning for home-school, public and private school students in Grades K through 8.	243	123	51%
Family Programing	Examples include family campouts and night hikes at the Garden.	1,846	309	17%
Adult Education	Provides a variety of opportunities for adults to expand their knowledge of plants and their place in nature.	440	111	25%

Youth Volunteer Program	Engages teenagers in hands-on outdoor work during the summer under the mentorship of STEM professionals where they gain real-world experience in horticulture, environmental education, and plant conservation.	36	10	28%
Community Outreach	Participated in Madison Street Festival (at least 100 children plus parents) and Read Aloud at Heritage Elementary (20 students)		120	
Staff	Full-Time Employees	55	10	18%
	Part-Time Employees	5	4	80%
	On-Call Employees	<u>50</u>	<u>10</u>	20%
	Total	110	24	22%

Funding from the City of Madison supports the Garden's mission-driven activities in the areas of public education and enjoyment, scientific research and conservation as follows:

- Expanded reach and investment in children, youth and adult STEM education and STEM volunteer engagement programs;
- Initiatives for the community's public garden in the areas of Plant Science (Horticulture) and Plant Conservation;
- Initiatives for the plant collections agenda, plant research and preservation of the unique biodiversity of the North Alabama region.

Funding from the City of Madison provides our community not only a place of beauty, respite and enjoyment at Huntsville Botanical Garden but also the chance to fulfill our vision to inspire, encourage and catalyze our community to take part in conserving our regional ecosystem.

To this purpose, our request for funding from the City of Madison is to utilize the Fiscal Year 2024 appropriation of \$10,000 to supplement the Huntsville Botanical Garden's Operating Budget.

We thank the City of Madison for its ongoing support of the Garden's mission activities.

RESOLUTION NO. 2023-399-R

WHEREAS, the City of Madison have in their possession, among others, the remains of the following personal property which has been used or consumed in the normal course of the operation of the City:

Quantity	Description
1	Dell Monitor with capital asset tag No. 05158
2	Dell Monitor with capital asset tag No. 05164

; and

WHEREAS, the Police Department has no further use for said personal property and that said personal property be declared surplus as it has no useful life or fixed asset value to the City; and

WHEREAS, Article V, Section 16-108, of the Madison City Code, provides for disposition of personal property of negligible value pursuant to resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Police Department is hereby authorized to dispose of the surplus personal property, as listed above.

READ, APPROVED, and ADOPTED this 11th day of December 2023.

Ranae Bartlett, City Council President
 City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
 City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
 City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 05158

(Existing Assets Number)

Section 2

Date: 11/20/2023

Department: Police

Item Description: Old Dell Monitor

Serial/Model #: CN-0KU311-64180-75D-39JS

New: ☐ Used: ☐

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: (Department Head or Designee)

11/20/2023

Date:

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 05164
(Existing Assets Number)

Section 2

Date: 11/20/2023

Department: Police

Item Description: Old Dell Monitor

Serial/Model #: CN-0KU311-64180-75D-39GS

New: ☐ Used: ☐

Location: _____

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____ Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

The original form must be submitted to the City Clerk-Treasurer's Department for the disposition of assets. Items requested for disposition will be submitted to the City Council for approval. The City Clerk-Treasurer will notify the department head of the disposition method and submit a copy of approved disposition to the Finance Department.

Signature: (Department Head or Designee) _____

11/20/2023
Date: _____

***** TO BE COMPLETED BY CITY CLERK *****

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2023-412-R

**RESOLUTION TO AMEND CONTRACT WITH TIDEWATER
LANDSCAPE MANAGEMENT FOR
GROUNDS KEEPING SERVICES AT THE WELLNESS CENTER**

WHEREAS, on April 11, 2022, the City of Madison entered into an agreement pursuant to Resolution No. 2022-110-R with Tidewater Landscape Management for grounds keeping services; and

WHEREAS, said agreement was entered after the completion of a competitive bid pursuant to Title 41 of the *Code of Alabama*; and

WHEREAS, the Facilities and Grounds Director, Gerald Smith, has recommended that the contract be amended to provide grounds keeping services at the new Madison Fitness Center located at 190 Graphics Drive; and

WHEREAS, no other changes to the contract will be made other than paying the contractor an additional \$150 per month (\$1,800 per year) to add the Wellness Center to the grounds keeping agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council finds that the amendment to the Contract is warranted and due to be allowed because the work is a relatively minor addition to the contract, the work was not contemplated when the plans and specifications of the project were prepared, and the amendment does not cause a change exceeding 10% of the contract price.

BE IT FURTHER RESOLVED that the original contract between the City and Tidewater for Grounds Keeping Services for the City of Madison, Alabama, is hereby amended to authorize the work described in the attached proposal, such amendment to be limited to the additional work requested, and the provisions of the original contract remain unchanged.

READ, PASSED, AND ADOPTED this 11th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama



This agreement is made and entered into by and between **City of Madison, Alabama**, with office located at 190 Graphics Drive (hereinafter referred to as “Customer”), and Tidewater Landscape Management, Inc., a Georgia company, with a registered address located at 1329 Heidt Ave. Garden City, Georgia 31408 (hereinafter referred to as “Contractor”).

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide grounds management services.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, do hereby agree as follows:

1. STATEMENT OF WORK

Contractor shall perform services as set forth in the Statement of Work-attached hereto as Attachment A—issued against and subject to the terms and conditions of this Agreement.

Services requested to be performed outside of the Statement of Work will be submitted by the Contractor in the form of a Proposal. Services will commence upon receipt of the signed proposal.

2. TERM

The term of this Agreement shall commence on **December 12, 2023** (Date), and shall continue thereafter until **April 22, 2025**, or terminated in writing by one of the parties as provided in Section 7 below.

3. INVOICING FORMAT AND PROCEDURES

Contractor shall provide Customer with monthly invoicing as agreed to in the Statement of Work using the Contractor’s standard invoice format and billing procedure. Customization of invoicing outside of the standard format and procedure will incur a surcharge based on the time required to meet the needs of customization

Initial

and/or costs incurred by our software designers. Customer agrees that all requests may not be met given any limitations of the Contractor's billing system. Additionally, any request to utilize a customer's portal or vendor management system will require additional fees to the customer for time incurred for set-up, management and continued use of these systems along with reimbursement by the Customer for any annual dues or membership fees associated with these systems. A quote of additional fees will be provided to the customer in advance of any changes listed in this section for approval prior to continuing. In the event an agreement is not reached on the terms of this section, the Contractor will continue with the standard billing procedure.

4. TERMS OF PAYMENT

a. **PRICE.** Services will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services to be provided by Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties.

b. **TAXES.** All prices include applicable taxes.

c. **PAYMENT SCHEDULE IN-CONTRACT SERVICES.** Customer will receive invoices based upon the billing/payment schedule contained in Attachment B – Price and Payment Schedule. Invoices will contain a description of the Services agreed to and will be sent to the contact listed on the Customer Questionnaire. Invoices are due and payable within 30 days of Contractor's invoice date. Interest may be charged on all amounts unpaid after 45 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

d. **PAYMENT SCHEDULE ADDITIONAL SERVICES.** Customer at times may request additional services to be performed outside of contracted services. Invoices will contain a description of the services performed and will be sent to the contact listed on the Customer Questionnaire. Invoices are due and payable within 30 days of Contractor's invoice date. Interest may be charged on all amounts unpaid after 45 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

e. **METHODS OF PAYMENT.** Contractor accepts Cash, Checks, Money orders, Certified Checks or direct ACH as payment for services.

f. **CUSTOMER PURCHASE ORDERS.** It is the responsibility of the Customer to provide purchase orders to Contractor prior to monthly invoices being generated on the first. Failure of the Customer to provide purchase orders in a timely manner does not relieve Customer of responsibility for on-time payment.

Initial

5. LIMITATION OF LIABILITY

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the service price paid to Contractor for those services. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against Contractor must be brought immediately upon damage occurrence by the Contractor. Claims for damages received 24 hours after occurrence will be denied. Please see Attachment C – Notifications for method of advising Contractor of Damages. Customer waives any statute of limitations which might apply by operation of law or otherwise. Contractor Certificate of Insurance is Attachment D.

6. FORCE MAJEURE

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

7. TERMINATION

Termination of Services. Either party reserves the right to terminate Services in whole or in part, upon 60 days written notice to the other party. In the event the Service is terminated by Customer, Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Services after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of Services as described above, Contractor shall be entitled to compensation as follows:

- a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Services being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

 Initial

c. Customer will advise Contractor immediately of any change in ownership, responsibility or possession of any property included in this agreement. Failure to provide notice of changes affecting the continuation of services or payment of services by the responsible party in this agreement does not relieve Customer of responsibility for payment of continued services.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

8. DELAY OR SUSPENSION OF WORK

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or

b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

9. SUBCONTRACTING

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials.

Initial

10. GENERAL TERMS

a. This Service Contract shall be deemed to have been made, executed and delivered in the State of Georgia and shall be construed in accordance with the laws of the State of Georgia.

b. NOTICES. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as indicated in Attachment C – Notifications.

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor’s consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

Tidewater Landscape Management, Inc.

Signature

Date

Name

Title

Customer

Signature

12/ /2023
Date

Paul Finley
Name

Mayor
Title

ATTACHMENT A

STATEMENT OF WORK

This "Statement of Work" is entered into by and between **the City of Madison, Alabama** and Tidewater Landscape Management, Inc. pursuant to the Service Contract entered into by the parties as of **April 22, 2022**(date) .

In-Contract Services

Grounds Maintenance - \$1,800.00 per year. (\$150.00 per month)

38 Visits per Year including Mowing, Edging, String-Trimming and Blowing.

Initial

PRICE AND PAYMENT SCHEDULE

In-Contract Services will be billed monthly at 1/12th the annual contract price as indicated in Attachment A Statement of Work. Statements are mailed monthly reflecting all outstanding invoices as of the date of the statement.

See the schedule below for specific billing dates, amounts and due dates based on your Agreement:

MONTHLY BILLING DATE		AMOUNT	DUE DATE	
JANUARY	1ST	150.00	JANUARY	30TH
FEBRUARY	1ST	150.00	FEBRUARY	30TH
MARCH	1ST	150.00	MARCH	30TH
APRIL	1ST	150.00	APRIL	30TH
MAY	1ST	150.00	MAY	30TH
JUNE	1ST	150.00	JUNE	30TH
JULY	1ST	150.00	JULY	30TH
AUGUST	1ST	150.00	AUGUST	30TH
SEPTEMBER	1ST	150.00	SEPTEMBER	30TH
OCTOBER	1ST	150.00	OCTOBER	30TH
NOVEMBER	1ST	150.00	NOVEMBER	30TH
DECEMBER	1ST	150.00	DECEMBER	30TH
TOTAL		\$ 1,800.00		

Although Contractor invoices at 1/12th the annual service agreement price, services are performed based on the seasonal needs of the property. There are times during the year when services performed have exceeded the payment received on the monthly billing cycle. Should this Agreement be cancelled prior to the end of the term of the agreement (and the full year of billing) all performed but unpaid services will be due in-full. A schedule of those services and balances will be billed upon termination of the Agreement.

Initial

NOTIFICATIONS

Notifications to Contractor

Corporate office is open 8 a.m. to 5 p.m. Monday through Friday and closed daily for lunch noon to 1 p.m.

Tidewater Landscape Management, Inc.
Corporate Office
1329 Heidt Ave.
Garden City, GA 31408

Billing:

Office - (912) 966-7391
Email - billing@tidewaterusa.com

Payments:

Tidewater Landscape Mangement, Inc.
PO Box 7571
Garden City, GA 31418

Damages:

Office (912) 966-7391
Email accountspayable@tidewaterusa.com

Service Needs:

Office (912) 966-7391

Official Notifications

Tidewater Landscape Management, Inc.
PO Box 7571
Garden City, GA
31418

Customer Official Notifications Address:

City of Madison, Alabama Legal Department
Attn.: City Attorney

100 Hughes Road, Madison AL 35758

Initial

Client#: 1988727

ATTACHMENT D

595TIDEWLAN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 7391 Hodgson Memorial Drive Savannah, GA 31406 912 544-5050	CONTACT NAME: Georgia Certificate Team	
	PHONE (A/C, No, Ext):	FAX (A/C, No): 877-657-1559
INSURED Tidewater Landscape Management, Inc. P. O. Box 7571 Garden City, GA 31418	E-MAIL ADDRESS: certificatesga@mcgriff.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC #: 23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Travelers Property Casualty Co of Amer	25674
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	TB2Z91471559021	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS2Z91471559011	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			TH7Z91471559041	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	WC2Z91471559031	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Leased/Rented	X		QT6602464M552TIL21	04/01/2021	04/01/2022	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*see forms attached

LC2058 0117 CGL AI Enhance for Contractors

LC0443 0117 Commercial General Liability Enhancement For Contractors


CG2010 0413 AI Blanket

CG2037 0413 AI Blanket Completed Ops

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CUSTOMER QUESTIONNAIRE

Customer preferred contact for service needs:

Name G e r a l d S m i t h
 Title Facilities & Grounds Director Phone Number 256-772-5641
 Email gerald.smith@madisonal.gov

Customer preferred contact for billing needs:

Name Laurel Rossmeier
 Title _____ Phone Number 256-772-5636
 Email ap@madisonal.gov

Customer billing address:

Finance Department Attn.: Laurel Rossmeier
100 Hughes Road Madison, AL 35758

Customer invoices shall be mailed to the following address if different than above:

Customer Invoices shall be emailed to the following address:

ap@madisonal.gov

Please confirm preferred method of invoicing: _____ Mail or X Email

**All statements are mailed regardless of preferred invoicing method.*

Do you have any special invoicing needs? Please explain

None

RESOLUTION NO. 2023-422-R

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A
THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription license with Wide Open West Finance, LLC, d/b/a WOW! Business, for internet services for the property located at 230 Business Park Boulevard, Building 23A (Public Safety Annex), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Service Order" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - 230 Business Park

Phone: (256) 772-5600

Date: 12/6/2023

Account #:

Fed Tax ID: 63-6005367

Quote #: OPP-982910

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

230 Business Park Blvd Bldg 23A
Madison AL 35758

BILLING ADDRESS

ATTN:Chris White 100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Rodney Eldridge

rodney.eldridge@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
DIA - 1Gbps	Dedicated Internet Access - 1Gbps	New	1	\$977.01	\$0.00	\$977.01
DIA Installation (100Mbps+)	DIA Installation Charge for 100mbps+	New	1	\$0.00	\$0.00	\$0.00
Static IP (5)	Static IP (5 Usable)	New	1	\$21.99	\$0.00	\$21.99
Total:					\$ 0.00	\$ 999.00
Pricing subject to approval after internal review					Total:	\$ 0.00
Promotional Offer Details	Promo: 1G DIA 3YR - Special monthly discount for DIA 1G bandwidth for WOW! customers with a 36 month term. New customers only unless otherwise noted. Available in the following markets Auburn, Charleston, Columbus GA, Huntsville, Montgomery, Pinellas, Valley-West Point, Augusta, Detroit, Fort Gordon, Knoxville, Mid-MI/SE-MI, Panama City, Dothan, and Newnan. Other restrictions may apply.					

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER

WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: THE LOCATION, NUMBER, LIMITATIONS AND CAPABILITY OF WIFI DEVICES AND YOUR CONNECTED EQUIPMENT; LIMITATIONS OF THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS; TECHNICAL LIMITS OF ETHERNET PORTS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS) (E.G., TO SUPPORT MAXIMUM INTERNET SPEED, 1GBPS AND HIGHER SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION TO A MULTI GBPS CAPABLE ROUTER OR ACCESS POINT AND EQUALLY CAPABLE END USER EQUIPMENT) AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's

termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service

outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Rodney Eldridge

Title: SAE

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 230 Business Park Blvd Bldg 23A Madison AL 35758

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<u>Owner of Property:</u> Legal Name Property Address 230 Business Park Blvd Bldg 23A, Madison AL, 35758	<u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!") Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007 Division Address 2401 10th St, Huntsville AL, 35805
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WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

RESOLUTION NO. 2023-423-R

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A
THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription license with Wide Open West Finance, LLC, d/b/a WOW! Business, for internet services for the property located at 190 Graphics Drive (Wellness Center), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Service Order" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - 190 Graphics Dr

Phone: (256) 772-5600

Date: 12/6/2023

Account #: **Fed Tax ID:** 63-6005367

Quote #: OPP-982906

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

190 Graphics Drive
Madison AL 35758

BILLING ADDRESS

ATTN: Chris White 100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Rodney Eldridge

rodney.eldridge@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
DIA Installation (100Mbps+)	DIA Installation Charge for 100mbps+	New	1	\$0.00	\$0.00	\$0.00
DIA - 1Gbps	Dedicated Internet Access - 1Gbps	New	1	\$977.01	\$0.00	\$977.01
Static IP (5)	Static IP (5 Usable)	New	1	\$21.99	\$0.00	\$21.99
Total:					\$ 0.00	\$ 999.00
Setup/Install Fees						
Business Installation Expedite Charge-Complex Products	A Charge in addition to standard installation charges for expediting the installation of a Business Order. Can be applied to Complex Voice, Data, or Cable TV Products that do not require construction. Installs will not occur on weekends or Holidays.	New	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review				Total:	\$ 0.00	\$ 999.00
Promotional Offer Details	Promo: 1G DIA 3YR - Special monthly discount for DIA 1G bandwidth for WOW! customers with a 36 month term. New customers only unless otherwise noted. Available in the following markets Auburn, Charleston, Columbus GA, Huntsville, Montgomery, Pinellas, Valley-West Point, Augusta, Detroit, Fort Gordon, Knoxville, Mid-MI/SE-MI, Panama City, Dothan, and Newnan. Other restrictions may apply.					

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER

WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: THE LOCATION, NUMBER, LIMITATIONS AND CAPABILITY OF WIFI DEVICES AND YOUR CONNECTED EQUIPMENT; LIMITATIONS OF THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS; TECHNICAL LIMITS OF ETHERNET PORTS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS) (E.G., TO SUPPORT MAXIMUM INTERNET SPEED, 1GBPS AND HIGHER SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION TO A MULTI GBPS CAPABLE ROUTER OR ACCESS POINT AND EQUALLY CAPABLE END USER EQUIPMENT) AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's

termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service

outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Rodney Eldridge

Title: SAE

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 190 Graphics Drive Madison AL 35758

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<u>Owner of Property:</u> Legal Name <hr/> Property Address 190 Graphics Drive, Madison AL, 35758	<u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!") Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007 Division Address 2401 10th St, Huntsville AL, 35805
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WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____

RESOLUTION NO. 2023-424-R

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A
THREE (3) YEAR SUBSCRIPTION AGREEMENT WITH WOW! BUSINESS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a three (3) year subscription license with Wide Open West Finance, LLC, d/b/a WOW! Business, for internet services for the property located at 228 Mose Chapel (Sunshine Oaks), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "WOW! Business Service Order" ("Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December 2023

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison - Mose Chapel

Phone: (256) 772-5600

Date: 12/6/2023

Account #:
Fed Tax ID: 63-6005367

Quote #: OPP-982118

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

228 Mose Chapel Rd
Madison AL 35758

BILLING ADDRESS

ATTN: Chris White 100 Hughes
Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Rodney Eldridge

rodney.eldridge@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
DIA - 1Gbps	Dedicated Internet Access - 1Gbps	New	1	\$977.01	\$0.00	\$977.01
DIA Installation (100Mbps+)	DIA Installation Charge for 100mbps+	New	1	\$0.00	\$0.00	\$0.00
Static IP (5)	Static IP (5 Usable)	New	1	\$21.99	\$0.00	\$21.99
Total:					\$ 0.00	\$ 999.00
Setup/Install Fees						
Business Installation Expedite Charge- Complex Products	A Charge in addition to standard installation charges for expediting the installation of a Business Order. Can be applied to Complex Voice, Data, or Cable TV Products that do not require construction. Installs will not occur on weekends or Holidays.	New	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review				Total:	\$ 0.00	\$ 999.00
Promotional Offer Details	Promo: 1G DIA 3YR - Special monthly discount for DIA 1G bandwidth for WOW! customers with a 36 month term. New customers only unless otherwise noted. Available in the following markets Auburn, Charleston, Columbus GA, Huntsville, Montgomery, Pinellas, Valley-West Point, Augusta, Detroit, Fort Gordon, Knoxville, Mid-MI/SE-MI, Panama City, Dothan, and Newnan. Other restrictions may apply.					

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

(Initials)

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER

WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: THE LOCATION, NUMBER, LIMITATIONS AND CAPABILITY OF WIFI DEVICES AND YOUR CONNECTED EQUIPMENT; LIMITATIONS OF THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS; TECHNICAL LIMITS OF ETHERNET PORTS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS) (E.G., TO SUPPORT MAXIMUM INTERNET SPEED, 1GBPS AND HIGHER SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION TO A MULTI GBPS CAPABLE ROUTER OR ACCESS POINT AND EQUALLY CAPABLE END USER EQUIPMENT) AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's

termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service

outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

Signature: _____

Date: _____

Print Name: Rodney Eldridge

Title: SAE

CUSTOMER

Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Address: 228 Mose Chapel Rd Madison AL 35758

Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

COMMERCIAL PROPERTY ACCESS CONSENT AGREEMENT

<u>Owner of Property:</u> Legal Name Property Address 228 Mose Chapel Rd, Madison AL, 35758	<u>Operator:</u> WOW! Internet, Cable and Phone ("Operator" or "WOW!") Corporate Office Address 7887 E Belleview Ave Ste 1000 Englewood, CO 80111-6007 Division Address 2401 10th St, Huntsville AL, 35805
--	---

WOW! refers to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system where the Property is located.

Effective Date: _____

The Owner of the property referenced above (the "Property"), hereby consents to the installation, operation, maintenance, repair and removal by WOW! at WOW!'s sole cost and expense, of WOW! cable and other equipment (the "System") in, over, under, across and along the Property, to be owned and used solely by WOW! to provide communication services to tenants and other occupants of the Property.

WOW! shall repair any damage to the Property caused by the installation, operation or maintenance of WOW!'s equipment on the Property.

Owner's consent as described herein will continue for so long as WOW! provides or offers communications services to tenants or other occupants of the Property; Owner may terminate this consent if WOW! has not provided service to a tenant or occupant of the Property for six consecutive months.

WOW! will install its equipment in a workmanlike manner and in accordance with industry standards.

At the expiration or termination of WOW!'s right to access the Property, WOW! has the right but not the obligation to remove or disable all or any portion of the System.

WOW! will indemnify and hold harmless the Owner to the extent of any liability or damage to any person or property attributable to the installation, operation and maintenance of WOW!'s equipment on the Property.

Agreed to as of the Effective Date stated above.

Property Owner:

Name: _____
(Please Print)

Signature: _____

Title: _____

Phone: _____

Date: _____

WOW! Internet, Cable and Phone:

Name: _____

Signature: _____

Title: _____

Date: _____

Property Owner Contact (to schedule installation)

Name: _____

Email Address: _____

Phone Number: _____



MIDSOUTH PAVING, INC.
CONSTRUCTION DIVISION
 107 JETPLEX LANE
 MADISON, AL 35758
 PHONE: (256) 774-8084
 FAX: (256) 774-8089

RECEIVED

NOV 29 2023

CITY OF MADISON
 ENGINEERING DEPARTMENT

REMIT TO:
MIDSOUTH PAVING, INC.
POST OFFICE BOX 198495
ATLANTA, GA 30384-8495

VENDOR #: 209656CUSTOMER: City of Madison100 Hughes RoadMadison, AL 35758

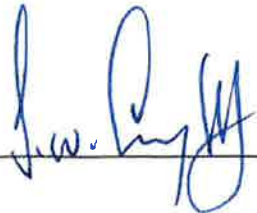
ATTN: _____

PROJECT: Asphalt PavingSullivan - Browns Ferry

 PROGRESS
 BILLING#: 1
DATE: 11/28/23JOB NUMBER: 403235INVOICE NUMBER: 403235-001SullivanBrwnFerFROM: 9/22/23 TO: 9/26/23

SEE ATTACHED

TOTAL \$119,318.37LESS RETAINAGE \$ -LESS PREVIOUS BILLINGS \$0.00TOTAL AMOUNT DUE \$119,318.37
 PREPARED BY: Claudia James
Claudia.James@midsouthpaving.com

 APPROVED BY: 

E. Michelle Denson
11/30/2023

CONTRACTOR PAY ESTIMATE FORM
MIDSOUTHPAVING, INC.
107 JETPLEX LANE
MADISON, AL 35758
PHONE 256-774-8084
FAX 256-774-8089

TO: City of Madison
100 Hughes Road
Madison, AL 35758

PROGRESS
BILLING #: 1
JOB NAME: Asphalt Paving
Sullivan - Browns Ferry Rd

DATE: 11/28/23
JOB #: 403235
FROM: 9/22/23

TO: 9/26/23

ITEM NO.	ITEM DESCRIPTION	ORIG. QTY AND UNIT	UNIT PRICE	CURRENT MONTH		TO DATE	
				QTY	AMOUNT	QTY	AMOUNT
1	Wearing Surface 1/2" (Roads over 500 Tons)	20,000 TN	\$85.20	1,134.55	\$96,663.66	1,134.55	\$96,663.66
2	Wearing Surface 1/2" (Roads under 500 Tons)	10,000 TN	\$101.54	0.00	\$0.00		\$0.00
3	Wearing Surface 1/2" (Siliceous Agg)	1,000 TN	\$96.81	0.00	\$0.00		\$0.00
4	Wearing Surface 1/2" (Parking Lots)	2,000 TN	\$103.26	0.00	\$0.00		\$0.00
5	Wearing Surface 1/2" (F.O.B. Plant)	3,000 TN	\$67.29	0.00	\$0.00		\$0.00
6	Upper Binder 1" (Roadways & Leveling)	3,000 TN	\$85.56	0.00	\$0.00		\$0.00
7	Upper Binder 1" (Parking Lots)	1,200 TN	\$82.43	0.00	\$0.00		\$0.00
8	Upper Binder 3/4" (Roadways & Leveling)	1,500 TN	\$91.58	0.00	\$0.00		\$0.00
9	Upper Binder 3/4" (F.O.B. Plant)	500 TN	\$58.13	0.00	\$0.00		\$0.00
10	Bituminous Base Layer Widening 1" (Roadway Widening)	1,000 TN	\$85.20	0.00	\$0.00		\$0.00
11	Bituminous Base Layer Patching 1" (Roadway Patching)	1,000 TN	\$108.77	0.00	\$0.00		\$0.00
12	Agg. Surfacing 1/4" Down (Shoulder Stone)	2,000 TN	\$51.20	0.00	\$0.00		\$0.00
13	Planing Existing Pavement (0"-2")-Road Milling	135,000 SY	\$0.78	15,454.35	\$12,054.39	15,454.35	\$12,054.39
14	Planing Existing Pavement (2"-4")-Speed Bump Milling	40,000 SY	\$0.89	0.00	\$0.00		\$0.00
15	Planing Existing Pavement (0"-2") Kevways	5,000 SY	\$1.55	124.22	\$192.54	124.22	\$192.54
16	Night Work Milling - 0"-2"	per SY	\$0.25	15,202.50	\$3,800.63	15,202.50	\$3,800.63

CONTRACTOR PAY ESTIMATE FORM
MIDSOUTHPAVING, INC.
107 JETPLEX LANE
MADISON, AL 35758
PHONE 256-774-8084
FAX 256-774-8089

TO: City of Madison
100 Hughes Road
Madison, AL 35758

PROGRESS
BILLING #: 1
JOB NAME: Asphalt Paving
Sullivan - Browns Ferry Rd

DATE: 11/28/23
JOB #: 403235
FROM: 9/22/23

TO: 9/26/23

ITEM NO.	ITEM DESCRIPTION	ORIG. QTY AND UNIT	UNIT PRICE	CURRENT MONTH		TO DATE	
				QTY	AMOUNT	QTY	AMOUNT
16	Night Work Milling -0"-2" Keyways	per SY	\$0.25	116.00	\$29.00	116.00	\$29.00
17	Night Work Paving	per TN	\$1.00	1,134.55	\$1,134.55	1,134.55	\$1,134.55
	<u>Liquid AC-September 2023</u>						
1	TACK - WS	1 LS	\$644.00	1.00	\$644.00	1.00	\$644.00
1	Wearing Surface 1/2" (Roads over 500 Tons)	1 LS	\$4,799.60	1.00	\$4,799.60	1.00	\$4,799.60
				0.00	\$0.00		\$0.00
				0.00	\$0.00		\$0.00
				0.00%	\$0.00		\$0.00
TOTAL				\$119,318.37		\$119,318.37	

Less: NO RETAINAGE	\$0.00	\$ -
% BOND	\$0.00	\$0.00
% CONTRACTORS TAX	\$0.00	\$0.00
OTHER:	\$0.00	\$0.00

LESS PREVIOUS BILLINGS

TOTAL AMOUNT DUE THIS ESTIMATE

\$119,318.37
=====

BITUMINOUS MATERIAL PRICE ADJUSTMENT WORKSHEET

CONTRACTOR: MIDSOUTH PAVING, INC. 403235

COM EST# 1
Sullivan Browns ferry

PROJECT NO: City of Madison - Asphalt Paving

COUNTY: Madison

BID DATE: 12/15/21

CURRENT MONTH/YEAR: 09/23

	<u>w/o Poly</u>	<u>w/Polymer</u>		<u>w/o Poly</u>	<u>w/Polymer</u>
Base Asphalt Cement Index:	2.34	3.02	Base Emulsified Asphalt Index:	2.64	2.98
Current A.C. Index:	2.74	3.40	Current E. A. Index:	3.10	3.47
Change in AC Index (+/-):	+0.40	+0.38	Change in E.A. Index (+/-):	+0.46	+0.49

(1) Item No.	(2) Description	(3) Tons	(4) Lbs/Ton Design Mix	(5) Gallons	(6) Change Index (+/- \$/G)	(7) Asphalt Adjustment (+/- \$)
1	TACK - WS			1,400.00	+0.46	\$ 644.00
					+0.46	\$ -
						\$ -
1	Wrg Srf 1/2" (Roads over 500 Tons)	1,134.55	90	11,999.00	+0.40	\$ 4,799.60
2	Wrg Srf 1/2" (Roads under 500 Tons)		90	0.00	+0.40	\$ -
3	Wrg Srf 1/2" (Siliceous Aggregates)		90	0.00	+0.40	\$ -
4	Wrg Srf 1/2" (Parking Lots)		90	0.00	+0.40	\$ -
6	Upper Binder 1" (Roadways & Leveling)		53	0.00	+0.40	\$ -
7	Upper Binder 1" (Parking Lots)		53	0.00	+0.40	\$ -
8	Upper Binder 3/4" (Roadways & Leveling)		72	0.00	+0.40	\$ -
10	Bituminous Base Layer Widening 1" (Roadway Widening)		53		+0.40	
11	Bituminous Base Layer Patching 1" (Roadway Patching)		53	0.00	+0.40	
TOTAL:						\$ 5,443.60

Notes:

-Items No. 3 and 4 will be completed for Plant Mix only.

-Item No. 4 will be taken from job mix.

2000 lb x % of PG 67-22 on job mix / 100 = lb per TN

-For Plant Mix, Item No. 5= (Item No. 3)/(Item No. 4)

8.51

RESOLUTION NO. 2023-409-R

**A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR
CIRCLE K STORES, INC D/B/A CIRCLE K STORE NO. 2707201**

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an off-premises beer and wine license to **Circle K Stores, Inc.** doing business as **Circle K Store No. 2707201** which has applied for said license for its location at 11990 County Line Road; and

WHEREAS, the Revenue Director has received written approval for the application of **Circle K Stores, Inc.** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama. the City Council hereby consents to the issuance of an ABC off premises beer and wine license to **Circle K Stores, Inc.** for its 11990 County Line Road location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue an off-premises beer and wine license to **Circle K Stores, Inc.** doing business as **Circle K Store No. 2707201**; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5628
WWW.MADISONAL.GOV

Date: December 4, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Circle K Stores Inc.
DBA: Circle K Store 2707201
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for Circle K Stores Inc., doing business as Circle K Store 2707201, regarding their application for an Off-Premises Beer and Wine License for their location at 11990 County Line Road, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is that it is a new business.

Everything is in order for the City Council to consider this alcoholic beverage request.

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

☐ ON PREMISE
 ☒ OFF PREMISE
 ☒ BEER
 ☒ WINE
 ☐ LIQUOR

Owner Name: _____

Business Name: Circle K Stores Inc. DBA: Circle K Store 2707201

Business Location: 11990 County Line Road Madison, AL 35758

Mailing Address: 25 W Cedar Street Suite M Pensacola, FL 32502

Phone: (256) 850-4871

APPLICATION FEE:

Date Paid: 11/15/2023 Amount: \$ 100.00 Receipt #: 3258

Copy of Lease: YES Incorporation Papers: YES

POLICE DEPARTMENT APPROVAL:

Letter Sent: November 15, 2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Bekky Ruffin Title: ID Secretary

Date Completed: 11-22-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: November 15, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Brad L. [Signature] Title: Business Inspector

Date Completed: 11-17-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: November 15, 2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Kenneth [Signature] Title: Inspector

Date Completed: 11-17-23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: 11/15/2023Date Placed: 11/22/2023 Newspaper: Madison LegalsPublication Fee Paid: \$184Date Paid: 11/15/2023 Receipt #: 3259Date of Public Hearing: 12/11/2023Approved: ☐ Denied: ☐**STATE ALCOHOL CONTROL BOARD LETTER:**

Letter Sent: _____

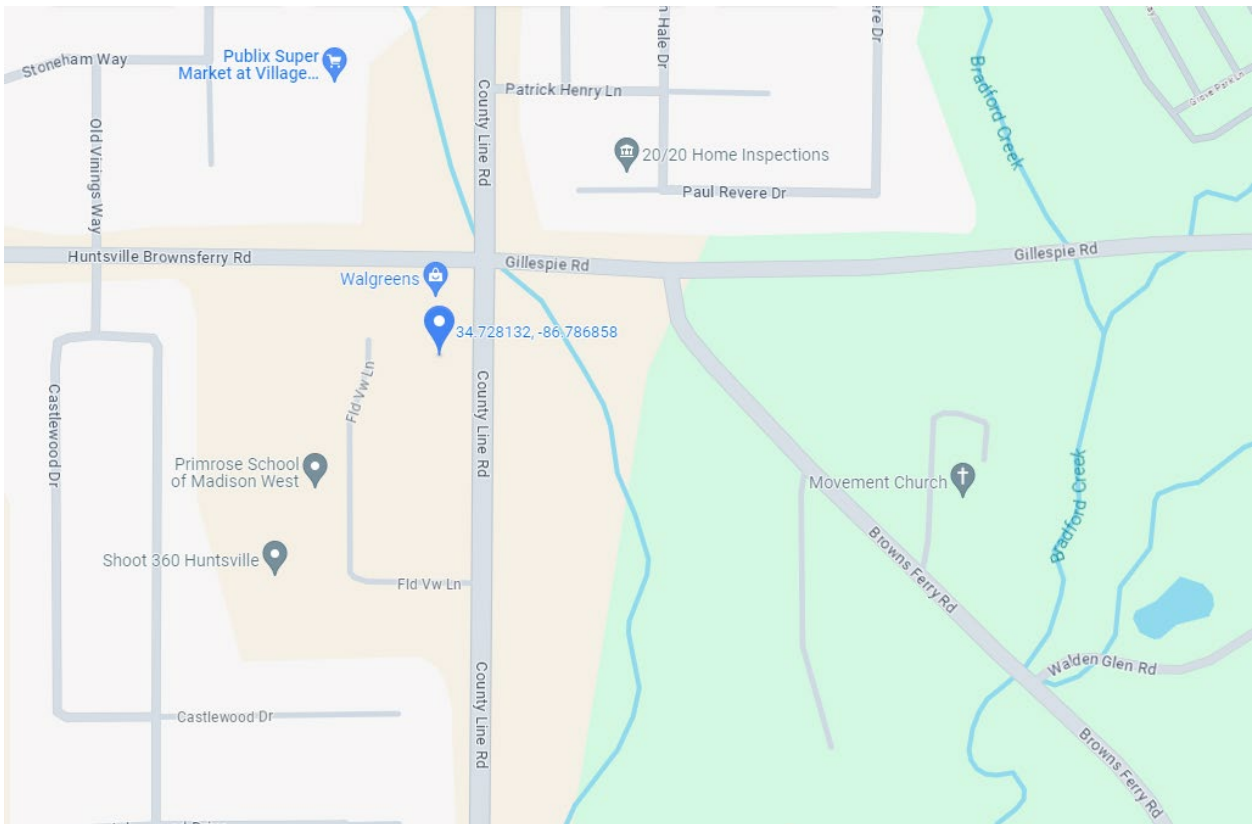
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-391-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH GARVER, LLC FOR DESIGN FOR ROAD
APPROACHES & BRIDGE REPLACEMENT**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with Garver, LLC for professional design of a bridge replacements on Palmer Road over Bradford Creek and Mill Creek, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Professional Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Garver LLC in a total amount not to exceed two hundred eleven thousand forty-nine dollars and thirty-five cents (\$211,049.35) to be paid from the Engineering Department's budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama



**Agreement
For
Professional Services
City of Madison, Alabama
Project No. 2302105

COM Project No. 22-006**



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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between the **City of Madison, Alabama** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner intends for Final Design for Palmer Road Approaches and Bridge replacements over Bradford Creek and Mill Creek in Madison, Alabama (the "**Project**").

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes Owner's written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.



3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. **AMENDMENTS**

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. **OWNER'S RESPONSIBILITIES**

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.



5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver’s subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver’s subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner’s use of the Intellectual Property contrary to the rights permitted herein.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)’ methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver’s opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver’s experience and qualifications and represent



Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was



independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:



9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.



10.1.3. The site of the arbitration shall be Madison, Alabama. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.

10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.

10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.

10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.

10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.

10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.



11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Alabama, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.



13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment
- Exhibit E – Subconsultant Proposals

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Madison, Alabama

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Ryan Patton
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: _____

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

Proposed Improvements:

The proposed project will include approximately 1,700 linear feet of roadway approaches and replacement of the existing bridges on Palmer Road over Bradford Creek and Mill Creek with new precast 4 span at 40-ft bridges. A map illustrating the proposed improvements and limits of work is attached as Figure 1.

FIELD SURVEYS

Garver will perform the following Tasks as applicable:

1. Determine and contact adjacent property owners within the project limits and mobilize survey crew to begin work.
2. Perform a basic control survey and run closure to verify horizontal and vertical control points to provide control in the project corridor and be the basis of subsequent surveys. A total of three (3) project benchmarks will be established within the project limits.
3. Conduct an on-site inspection to identify any features, topography and survey data that needs to be gathered within the project limits for purposes of design.
4. Obtain ground profile and topographic data within the project limits.
5. Traverse Palmer Road obtaining cross-sections at 50-foot intervals and ground break points.
6. Identify and locate existing utilities (the City of Madison shall notify Garver of any utility companies that do not participate in One-Call Utility Locate.)
7. Tie available section corners and front corners of affected properties to Project Centerline.
8. Obtain copies of latest available deeds.
9. Set and reference PI's, PC's, and PT's of the proposed horizontal alignment.
10. Reduce Survey Field Notes and prepare a detailed topographic/field map for Roadway Design plans.

ROADWAY PLANS

Garver will perform the following as applicable:

1. The development of the plans will generally follow procedures shown in ALDOT's "Guide for Developing Construction Plans."
2. Prepare hydraulic designs according to provisions of Federal Highway Administration (FHWA) Hydraulic circulars or as instructed by the CITY.
3. In development of designs, will ensure the geometric design is such that the drainage capacity of the pavement is not exceeded in such a way as to create potentially unsafe water-film depths for hydroplaning. Hydraulic Engineering software approved and utilized by FHWA will be used to design, analyze and correct pavement drainage deficiencies within the project limits to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
4. Edge of Pavement Profiles with true elevations will be shown on plans for horizontal curve transitions (none anticipated) and vertical curves.
5. Prepare an erosion and sedimentation prevention plan, including devices and/or designs for structural control that conforms to pending ADEM publication of BMP's (Best Management Practices). Submit ADEM Notice of Intent Permit Application.



6. Each project Plan Assembly will include title, summary of quantities, typical section, drainage section, plan and profile sheets, and other sheets required for all work including grade, drain, base, pave, signing, and striping. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the proposed right-of-way and an area of sufficient detail for construction in accordance with current design layout.
7. Drainage Section drawings will be provided for all applicable drains, existing and proposed, along project centerline and within project work limits. Streambed data acquired from a field survey will be used where applicable to establish and depict streambed slope, drain inlet, drain outlet and profile configuration of ditch or channel as it ties-in to the drain.
8. Prepare designs and detailed contract plans at horizontal scale of 1" = 30' and vertical scale of 1" = 3', or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Cross sections will be plotted at a horizontal and vertical scale of 1" = 10'.
9. Arrangements will be made by the CITY with any affected utility owner to prepare plans for any utility relocation. Following the 60% Review, Garver will provide utility base sheets to the CITY showing existing utilities for their use and coordination with the utility companies. The finalized utility base sheets will be a part of the respective final plan assemblies.
10. The applicable provisions of the ALDOT Standard Specifications for Highway Construction, 2022 Edition will apply to all design work performed on this Project. Garver will notify the CITY if there is the need to prepare supplemental specifications and special provisions for approval by the CITY on any needed items not covered by the ALDOT Specifications for Highway Construction, 2022 Edition. CITY details will be incorporated as needed.
11. Prepare estimates of quantities and construction cost for contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY or ALDOT on projects of comparable work in the general area of the project. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY if requested.
12. Preliminary detailed plans and estimates for project shall be submitted to the CITY before the final plans are completed. Garver will prepare Traffic Control Plans which will include a detour route (which will be approved by the CITY) for handling traffic during construction. A sequence of construction will be prepared and included in the plan assembly.
13. Coordinate these plans with existing and proposed plans of the CITY; provided the CITY provides the information to Garver.
14. Prepare plans using size and weight of pens and other drafting techniques to facilitate development of one half (1/2) scale drawings.
15. Following the 60% Review, Garver will make appropriate revisions to plans, submit a set of reproducible plans along with the corresponding CADD utility files for use of the CITY in obtaining utility relocation information, if needed.

ENVIRONMENTAL/US ARMY CORPS of ENGINEERS (USACE) PERMITTING:

Garver will perform the following as applicable:

1. USACE Coordination, Wetland Delineation, Report, and Preliminary Jurisdictional Determination:
 - a. Garver will perform a wetland delineation to determine limits of potential jurisdictional Waters of the United States, including streams, within the project limits. Each potential jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and



minimization of impacts and permitting. The delineation will utilize methodologies outlined in appropriate Regional Supplement to the USACE Wetlands Delineation Manual.

- b. Garver will accomplish the following as part of the wetland delineation: 1) Review pertinent resources related to the project site's hydrology and soils, and review of historical topographic maps and aerial photographs. 2) Field survey of wetlands and streams within the project boundary. 3) Create shapefiles from field-collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the project. 4) Complete a wetland delineation report of findings that includes necessary documentation for submittal to the USACE to obtain a Preliminary Jurisdictional Determination (PJD) and appropriate Section 404 permit application.
2. Section 404 Nationwide Permit Coordination:
 - a. Garver will coordinate with the USACE for the issuance of a Section 404 Nationwide Permit (NWP) for potential wetland and/or stream impacts. Mitigation planning beyond mitigation banking coordination assistance is considered extra work. Garver will:
 - i. Compile a Section 404 NWP package that will include the following: 1) Eng Form 6082; 2) Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets; 3) Functional Value Assessment (FVA) for determining required mitigation credits; 4) Design plan sheets
 - ii. Locate and coordinate the appropriate wetland and/or stream mitigation bank.
 - iii. Facilitate the purchase of required credits with the CITY and USACE.

Excluded Services

For clarification, our scope of services does not include the items listed below. However, Garver can include these items at your request. Any work not listed above will be considered additional services.

- Utility relocation design or Roadway lighting design.
- Special design and detailing to accommodate utilities.
- Prepare for and attend a Public Involvement Meeting.

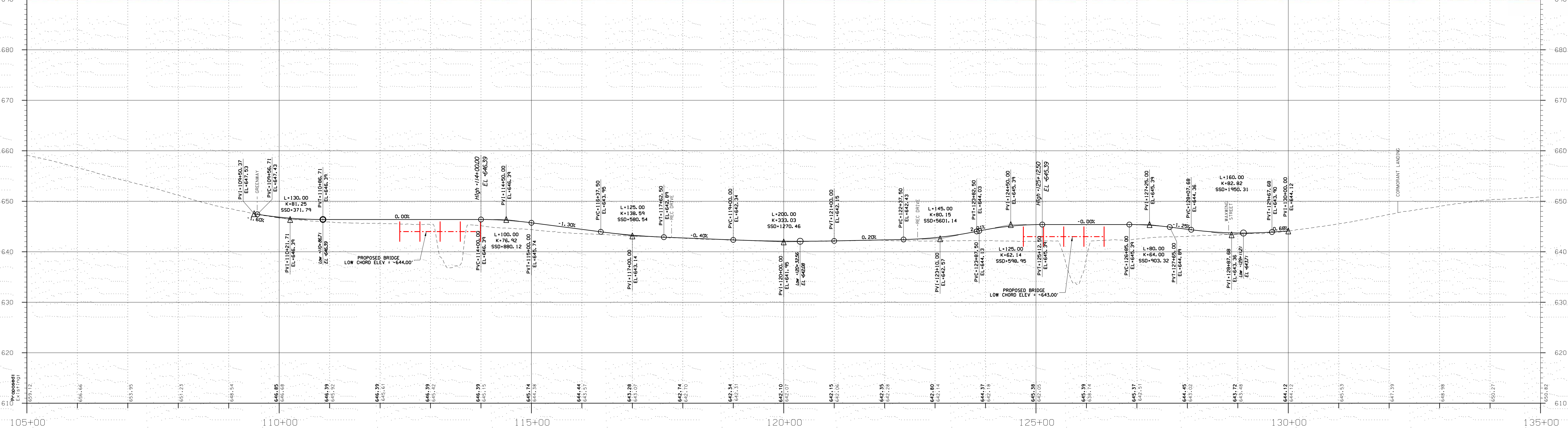
In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 2.1.
4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
5. Furnish Garver a current boundary survey with easements of record plotted for the project property.
6. Pay all plan review and advertising costs in connection with the project.

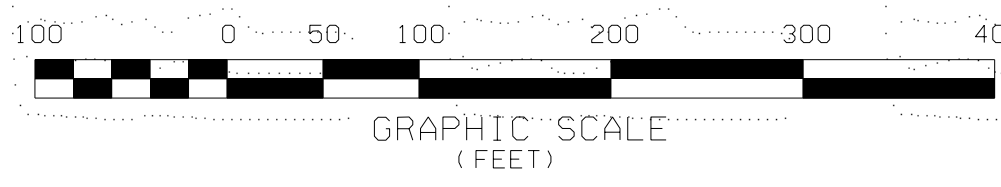


7. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.

FIGURE 1 ALTERNATE E



ALABAMA DEPARTMENT
OF TRANSPORTATION
GARVER, LLC

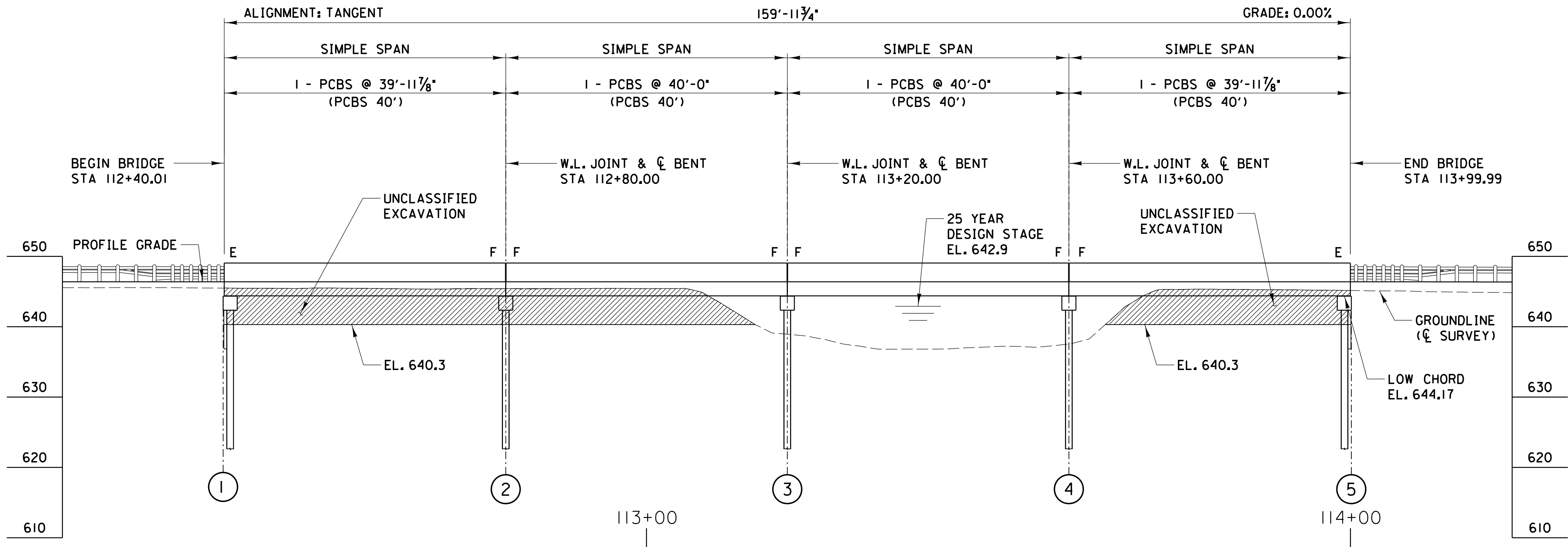
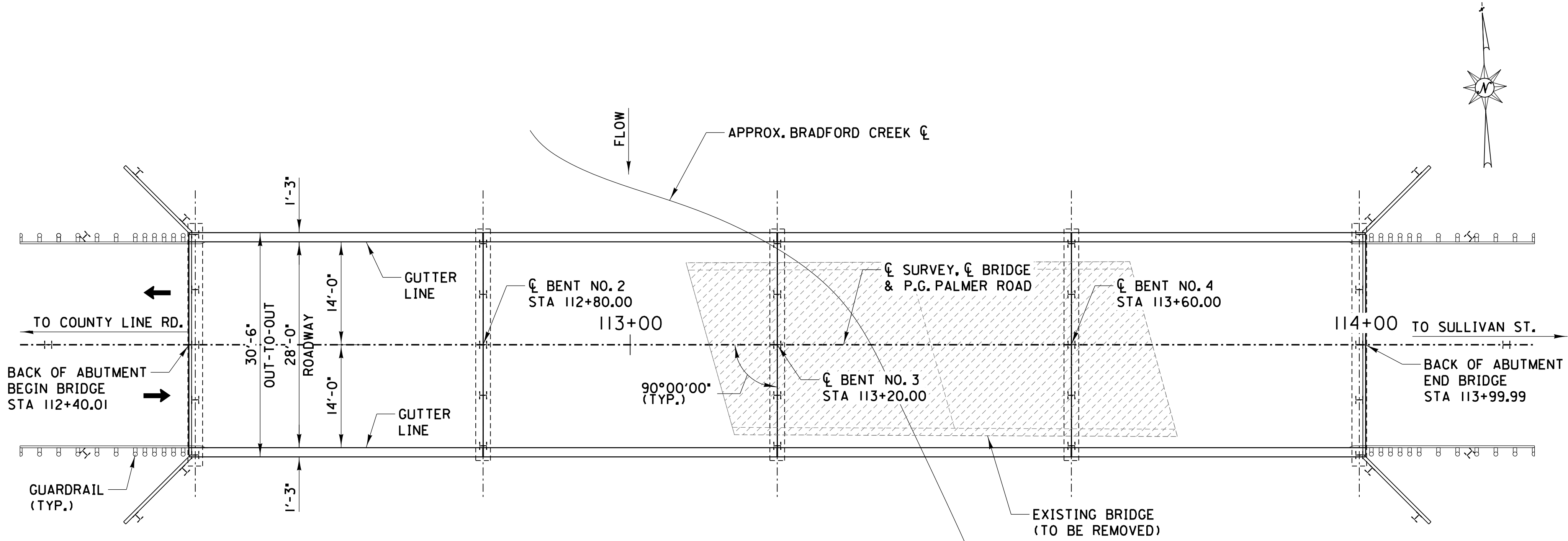


SHEET TITLE	ROUTE
PALMER ROAD / PROFILE ALTERNATIVE E	PALMER ROAD

REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
XXX	XXX	XX


NOTES:

- SEE BRIDGE SPECIAL PROJECT DRAWINGS PC-40 FOR PRECAST CONCRETE SLAB DETAILS NOT SHOWN.
- SEE BRIDGE SPECIAL PROJECT DRAWINGS PCA-2840 AND PCP-2800 FOR END BENT AND WING WALL DETAILS NOT SHOWN.
- SEE BRIDGE SPECIAL PROJECT DRAWINGS PCB-2840 FOR INTERMEDIATE BENT DETAILS NOT SHOWN.
- SEE BRIDGE SPECIAL PROJECT DRAWINGS PCBR-1(40) FOR PRECAST BARRIER RAIL DETAILS NOT SHOWN.
- RIPRAP LIMITS TO BE DETERMINED AT FINAL DESIGN.



LEGEND

- E = EXPANSION END
F = FIXED END



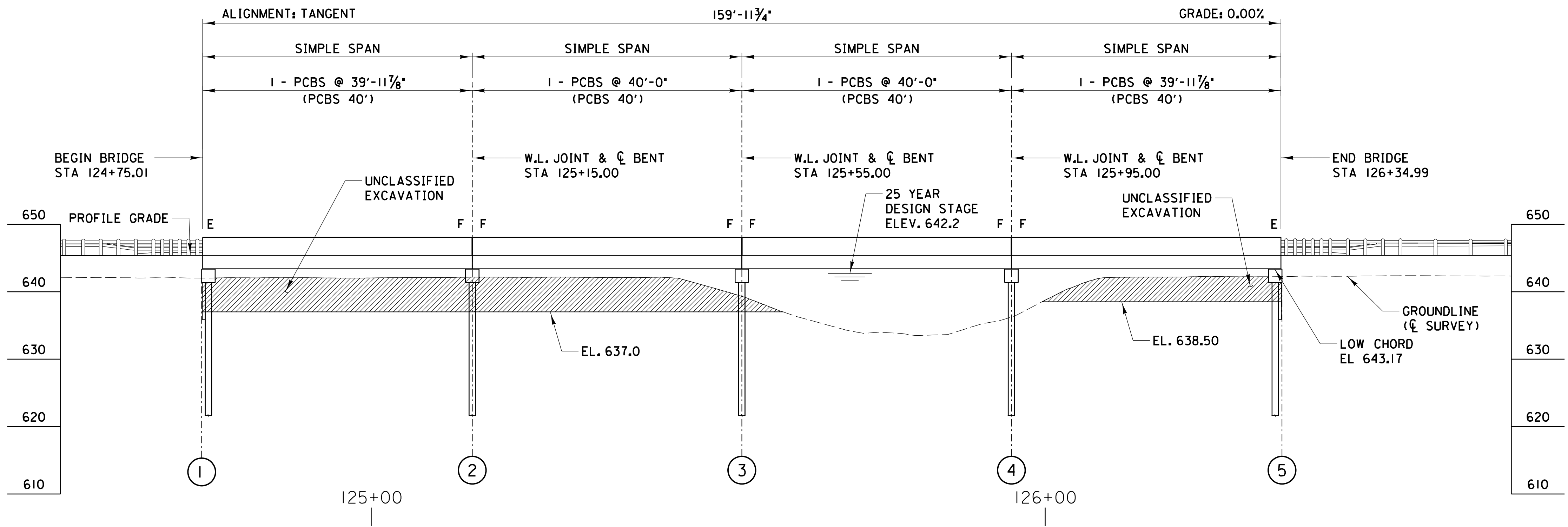
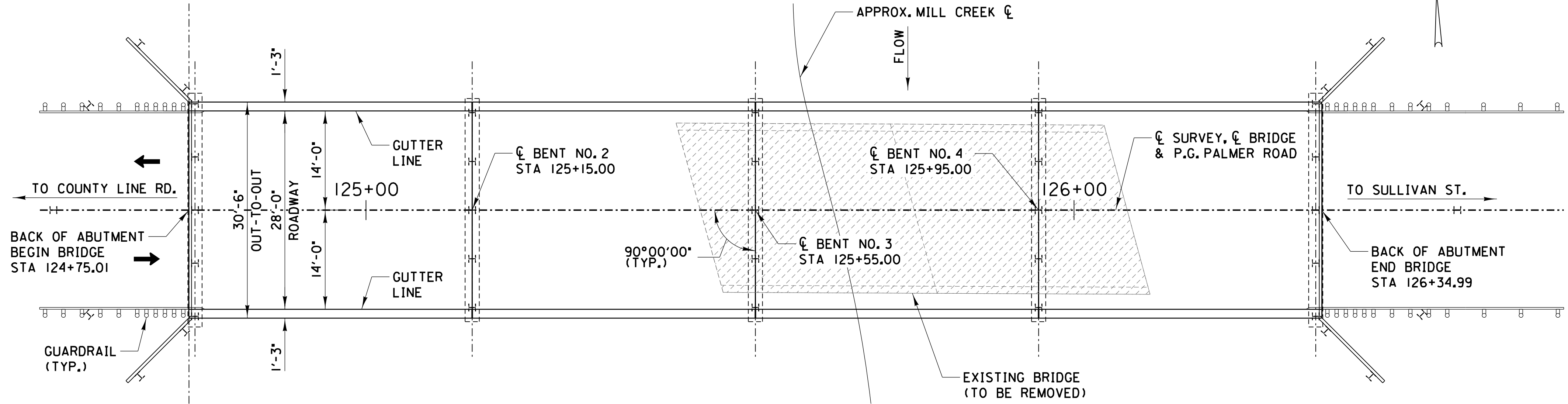
5125A RESEARCH DRIVE
HUNTSVILLE, AL 35805
256.534.5512

CITY OF MADISON					
BRIDGE SHEET NO. X OF X			PROJECT NO. XXX BRIDGE ON PALMER RD. OVER BRADFORD CREEK		
REVISIONS					
GENERAL PLAN & ELEVATION					
ESTIMATED QUANTITIES		DESIGNED BY:	DSB	DRAWN BY:	AMW
COMPUTED BY: N/A		CHECKED BY:	XXX	DATE DRAWN:	05/23
VERIFIED BY: N/A		DATE CHECKED:	XXX	SCALE:	1"=10'-0"
BIN:	XXXX				

REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
XXX	XXX	XX

NOTES:

1. SEE BRIDGE SPECIAL PROJECT DRAWINGS PC-40 FOR PRECAST CONCRETE SLAB DETAILS NOT SHOWN.
2. SEE BRIDGE SPECIAL PROJECT DRAWINGS PCA-2840 AND PCP-2800 FOR END BENT AND WING WALL DETAILS NOT SHOWN.
3. SEE BRIDGE SPECIAL PROJECT DRAWINGS PCB-2840 FOR INTERMEDIATE BENT DETAILS NOT SHOWN.
4. SEE BRIDGE SPECIAL PROJECT DRAWINGS PCBR-1(40) FOR PRECAST BARRIER RAIL DETAILS NOT SHOWN.
5. RIPRAP LIMITS TO BE DETERMINED AT FINAL DESIGN.



LEGEND

- E = EXPANSION END
F = FIXED END

CITY OF MADISON

BRIDGE SHEET NO. X OF X		PROJECT NO. XXX	
REVISIONS		BRIDGE ON PALMER RD. OVER MILL CREEK	
		GENERAL PLAN & ELEVATION	
ESTIMATED QUANTITIES	DESIGNED BY: DSB	DRAWN BY: AMW	
COMPUTED BY: N/A	CHECKED BY: XXX	DATE DRAWN: 5/23	
VERIFIED BY: N/A	DATE CHECKED: XXX	SCALE: 1"=10'-0"	

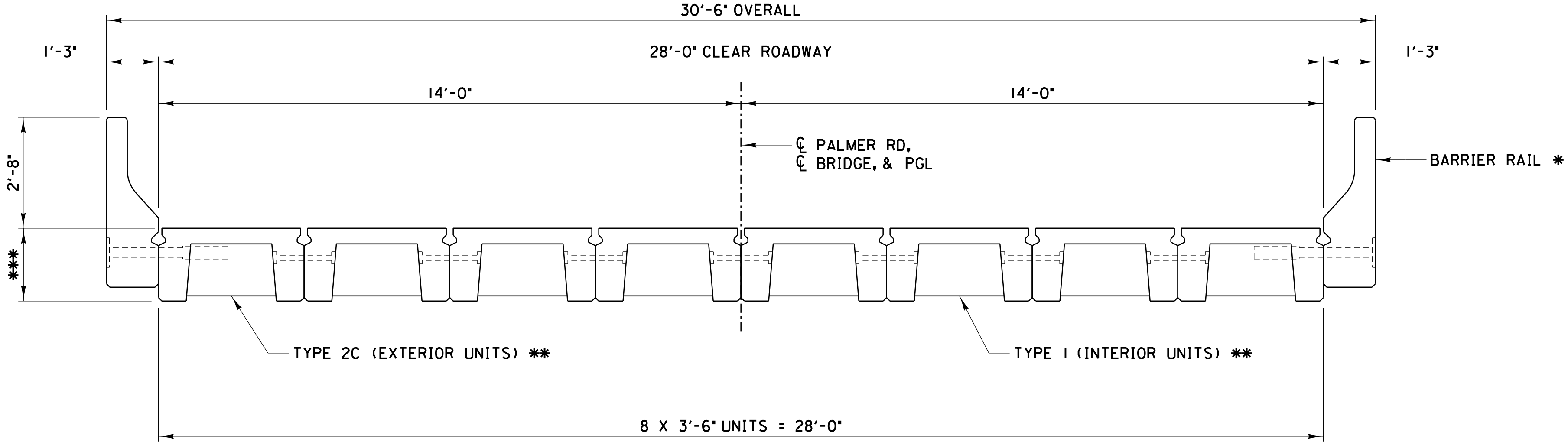


5125A RESEARCH DRIVE
HUNTSVILLE, AL 35805
256.534.5512

REFERENCE PROJECT NUMBER	FISCAL YEAR	SHEET NUMBER
xxx	xxx	XX


NOTES:

1. GROUT KEYWAYS WITH 1:2:3 MIX, SIZE AGGREGATE 3/8" AFTER SECTIONS HAVE BEEN BOLTED TOGETHER.



TYPICAL CROSS SECTION
SCALE: 1/2" = 1'-0"

- * SEE BRIDGE SPECIAL PROJECT DWG. PCBR1(34) OR PCBR-1(40) FOR DETAILS.
- ** SEE BRIDGE SPECIAL PROJECT DWG. PC-34-2 OR PC-40 FOR DETAILS.
- *** 1'-9" FOR 34' SPANS.
2'-0" FOR 40' SPANS.



5125A RESEARCH DRIVE
HUNTSVILLE, AL 35805
256.534.5512

CITY OF MADISON				
BRIDGE SHEET NO. X OF X		PROJECT NO. XXX BRIDGE ON PALMER RD. OVER BRADFORD & MILL CREEK		
REVISIONS				
		TYPICAL SECTION		
		ESTIMATED QUANTITIES	DESIGNED BY: DSB	DRAWN BY: AMW
		COMPUTED BY: N/A	CHECKED BY: XXX	DATE DRAWN: 5/23
		VERIFIED BY: N/A	DATE CHECKED: XXX	SCALE: 1/2"=1'-0"
BIN:	XXXX			



EXHIBIT B (COMPENSATION SCHEDULE)

The lump sum amount to be paid under this Agreement is \$211,049.35. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2024.

In addition to the fees described above, for geotechnical services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for geotechnical services negotiated with Building & Earth Sciences, Inc., or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately \$79,325.00. The amount billed for the subconsultant's services will be the actual fee plus a ten percent (10%) administrative markup.

In addition to the fees described above, Garver will subcontract with a company specializing in locating underground utilities and will pass the direct cost plus ten percent (10%) from the locating company to the Owner. Garver will survey the locations marked by the locating company and the utility owners at an estimated additional cost of \$7,337.24. The actual total fee may exceed this estimate. As further set forth in Section 6.4 of the Agreement, Garver will not be responsible for the completeness or accuracy of the markings made by locating company or utility owners nor will Garver be liable for costs incurred by the Owner due to incomplete or inaccurate utility markings.


<div></div> <div>Garver - Estimated Labor Requirements and Anticipated Personnel</div> <div>Fee Proposal for Professional Land Surveying and Engineering Design Services for Palmer Road Approaches and Bridge Replacements over Bradford Creek and Mill Creek</div>												
19-Oct-23												
	Sr. Project Manager, E-6	Project Manager, E-5	Engineer, E-4	Project Engineer, E-2	Technician, T-3	Project Engineer, E-1	Professional Surveyor, S-5	2-Man Survey Crew (GPS)	Technician, T-1	Admin / Clerical, AM-1	Intern, I-1	Total
	Scott Leach, PE Nick Altobelli, PE	Johnny Carr, PE Ryan Mountain	Preston Campbell, PE, SE	Andy Hall, PE	Amanda Mason	Samantha Jahraus Colby Marshall	Wade Carpenter, PLS	Kevin Stack, Logan Barker	Sydney Light Joe Rujawitz	Amy Kennedy	Ryan Schmidt	Estimated
ITEM	@ \$275/HR	@ \$235/HR	@ \$200/HR	@ \$148/HR	@ \$135/HR	@ \$120/HR	@ \$185/HR	@ \$230/HR	@ \$100/HR	@ \$57/HR	@ \$60/HR	Cost
Project Coordination, Meetings and QA/QC												
Project Coordination, Plan Reviews with City, and PI Meeting	12	8	2		4	8				4		\$7,308.00
Develop and Execute Quality Control Plan & QA/QC Reviews	12	6	3				2					\$5,680.00
Project Coordination, Meetings and QA/QC Subtotal =												\$12,988.00
Professional Land Surveying Services												
Deed and Records Research / 811 "One-Call" coordination							1		3			\$485.00
Establish Control, Property Boundary and ROW Surveys							1	8				\$2,025.00
Topographic, Utility and Location Surveys							1	28				\$6,625.00
Process Survey Data and Prepare Mapping Files for Design							3		16			\$2,155.00
Stake Boreholes for Geotechnical Investigations								4	1			\$1,020.00
Professional Land Surveying Services Subtotal =												\$12,310.00
Roadway Design Services												
Title Sheet, Index to Sheets, and Standard Drawings Sheet	1	2		2	2	4					1	\$1,851.00
Typical Sections and Special Project Detail Sheets	3	4		6	10	16					2	\$6,043.00
Project Notes and Traffic Control Project Notes	1	2			2	4					2	\$1,615.00
Summary of Quantities and Quantity Box Sheets	3	6		10	16	24					2	\$8,875.00
Plan/Profile, Paving Layout and Utility Base Sheets	4	8		16	32	64					2	\$17,468.00
Sequence of Construction and Traffic Control Plan Sheets	2	4		2	4	12					2	\$3,886.00
Signing, Striping and Markings Plans	1	2		2	4	4					2	\$2,181.00
Erosion Prevention and Sediment Control Sheets	2	4		6	4	16					2	\$4,958.00
Drainage Sections and Cross-Section Sheets	4	8		12	8	20					4	\$8,476.00
Construction Cost Estimate and Final Plans Submittal	2	4		1		2					2	\$1,998.00
Roadway Design Services Subtotal =												\$57,351.00
Right-of-Way Acquisition Documents												
Prepare Acquisition Tract Sketches	1				3		2		8			\$1,850.00
Prepare Acquisition Deed Descriptions	1				2		2		6			\$1,515.00
Right-of-Way Acquisition Documents Subtotal =												\$3,365.00
Environmental Permitting Services *												
Wetland Delineation (50-ft each side of CL) and Report		2				64			16			\$9,750.00
USACE Section 404 Nationwide Permit	1	4				16			24			\$5,535.00
Right-of-Way Acquisition Documents Subtotal =												\$15,285.00
Bridge Design Services												
Bridge Plans Index, Quantities, Required and Notes Sheet	6		24									\$6,450.00
Bridge General Plan and Elevation Sheet	10		28									\$8,350.00
Bridge Special Project Drawings Sheets	2		4									\$1,350.00
Coordination with Pre-Cast Pedestrian Bridge Fabricator	4		4									\$1,900.00
Lighting Design and Plans Subtotal =												\$18,050.00
Construction Bidding Services												
Prepare for and attend Pre-Bid Meeting & Bid Opening	4					6						\$1,820.00
Construction Bidding Services =												\$1,820.00
Subconsultant Services												
Geotechnical Investigations and Materials Report (B&ES, Inc.)												\$79,325.00
SUE Investigations (Long Engineering, Inc.)												\$7,337.24
Subconsultant Subtotal (includes 5% sub-administration) =												\$90,995.35
Estimated Direct Cost for reproductions, copies, supplies, mileage, etc.												\$2,250.00
Total Hours	76	64	65	57	91	260	12	40	74	4	21	
Hourly Rate	\$275.00	\$235.00	\$200.00	\$148.00	\$135.00	\$120.00	\$185.00	\$230.00	\$100.00	\$57.00	\$60.00	
Cost	\$20,900.00	\$15,040.00	\$13,000.00	\$8,436.00	\$12,285.00	\$31,200.00	\$2,220.00	\$9,200.00	\$7,400.00	\$228.00	\$1,260.00	
* Note: Environmental Permitting Services assumes a Nationwide Permit. If an Individual Permit is required, a supplemental agreement will be requested												
Total Fee =												\$211,049.35



Exhibit B
City of Madison Project No. 22-006
Palmer Road Bridge Replacements
2023 Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 120.00
E-2	\$ 148.00
E-3	\$ 168.00
E-4	\$ 200.00
E-5	\$ 235.00
E-6	\$ 275.00
E-7	\$ 380.00
Planners	
P-1	\$ 145.00
P-2	\$ 172.00
P-3	\$ 220.00
P-4	\$ 245.00
P-5	\$ 285.00
Designers	
D-1	\$ 115.00
D-2	\$ 137.00
D-3	\$ 155.00
D-4	\$ 180.00
Technicians	
T-1	\$ 100.00
T-2	\$ 115.00
T-3	\$ 135.00
T-4	\$ 170.00
Surveyors	
S-1	\$ 56.00
S-2	\$ 71.00

S-3	\$ 90.00
S-4	\$ 120.00
S-5	\$ 185.00
S-6	\$ 205.00
2-Man Crew (Survey)	\$ 210.00
3-Man Crew (Survey)	\$ 255.00
2-Man Crew (GPS Survey)	\$ 230.00
3-Man Crew (GPS Survey)	\$ 280.00

Construction Observation

C-1	\$ 110.00
C-2	\$ 145.00
C-3	\$ 195.00
C-4	\$ 250.00
C-5	\$ 285.00

Resource Specialists

RS-1	\$ 95.00
RS-2	\$ 135.00
RS-3	\$ 185.00
RS-4	\$ 245.00
RS-5	\$ 300.00
RS-6	\$ 375.00
RS-7	\$ 420.00

Environmental Specialists

ES-1	\$ 90.00
ES-2	\$ 120.00
ES-3	\$ 145.00
ES-4	\$ 185.00
ES-5	\$ 235.00
ES-6	\$ 285.00
ES-7	\$ 365.00
ES-8	\$ 400.00

Project Controls

PC-1	\$ 100.00
PC-2	\$ 135.00
PC-3	\$ 170.00
PC-4	\$ 220.00
PC-5	\$ 265.00
PC-6	\$ 330.00
PC-7	\$ 420.00

Management / Administration

AM-1	\$ 57.00
AM-2	\$ 90.00
AM-3	\$ 120.00
AM-4	\$ 150.00
AM-5	\$ 200.00
AM-6	\$ 250.00
AM-7	\$ 300.00
M-1	\$ 385.00



EXHIBIT C (INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000
Excess of Umbrella Liability	
Per Occurrence	\$1,000,000
General Aggregate	\$1,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Madison, Alabama
Project No. 2302105**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the City of Madison, Alabama (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the **[Describe improvements and location]**.

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Madison, Alabama

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



2607 Leeman Ferry Road, Suite 5
Huntsville, AL 35801
Ph: (256) 713-0056
www.BuildingAndEarth.com

October 16, 2023

Garver
5125 Research Drive NW
Huntsville, Alabama 35805

Attention: Mr. Scott Leach, P.E.

Subject: Proposal to Provide Foundation Report
Bridge Replacements on Palmer Road
Madison, Madison County, Alabama
Building & Earth Proposal No.: HV25185

Dear Mr. Leach:

Building & Earth Sciences Inc. is pleased to submit this budget to provide a foundation report for the above referenced project. This letter documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget for our services.

PROJECT INFORMATION

Project information was provided via email from Mr. Scott Leach with Garver to Mr. Jeff Pepper with Building & Earth. Included in the email was a PDF drawing titled, "*Palmer Road Bridge Replacements over Bradford Creek and Mill Creek*" dated 05/23. We have also visited the site in order to evaluate current conditions.

We understand that the proposed project improvements include bridge replacements over Bradford Creek and Mill Creek at Palmer Road. We further understand that the Alabama Department of Transportation (ALDOT) is not providing funding for this project. However, we plan to perform the work in general accordance with ALDOT BMTP-398 "Procedure for Conducting Subsurface Investigation and Foundation Reports" and ALDOT's Geotechnical Manual.

Each bridge will have 4 spans, each about 40 feet long. Driven H-piles is the expected foundation for the bents and abutments.

Birmingham, AL • Auburn, AL • Huntsville, AL • Montgomery, AL
Columbus, GA • Louisville, KY • Raleigh, NC • Dunn, NC
Jacksonville, NC • Springdale, AR • Little Rock, AR • Ft. Smith, AR • Tulsa, OK
Oklahoma City, OK • DFW Metroplex, TX • Virginia Beach, VA • Nashville, TN

Bridge Replacements on Palmer Road, Madison, Madison County, Alabama
Proposal No: HV25185, October 16, 2023

The new bridge at Bradford Creek will start at about Station (Sta) 112+40 and end at about Sta 114+00. Approach fills up to about 2 feet are anticipated at this bridge.

The new bridge at Mill Creek will start at about Sta 124+75 and end at about Sta 126+35. Approach fills up to about 3-½ feet are anticipated at this bridge.

SITE GEOLOGY

The site is located in the Highland Rim geophysical province. The site geology consists of the Fort Payne Chert formation. The Fort Payne Chert Formation consists of grayish-orange chert with thin to medium bedding. The chert is the dominant member of this formation; however, shale partings and minor limestone units can be present. The shale weathers rapidly to a clay, usually with a high shrink-swell potential. The residual overburden is typically 40 feet thick or less.

SCOPE OF SERVICES

FIELD EXPLORATION

Our scope of work will be performed in general accordance with ALDOT BMTP-398 "Procedure for Conducting Subsurface Investigation and Foundation Reports" and ALDOT's Geotechnical Manual.

The scope of services will include a geotechnical site reconnaissance and subsurface exploration consisting of 10 soil test borings along with NQ rock coring. One boring will be drilled at each abutment and bent as shown on the attached Boring Location Plans.

We will initially perform diamond bit core drilling through the existing asphalt and bridge deck. The asphalt cores drilled in the roadway will be measured for thickness and photographed. After coring, hollow stem auger borings will be performed. Each boring will be drilled to auger refusal, which is anticipated to occur 40 feet deep or less. Standard Penetration Tests (SPT's) will be performed in conjunction with the drilling according to AASHTO T 206.

After auger refusal, rock coring will be performed using an NQ size core barrel to assess the continuity and load carrying capacity of the rock. We propose to core to 20 linear feet at each of the borings, however the actual footage will be based on rock quality and engineering judgement but will be a minimum of 20 feet. Groundwater readings will be taken in the borings prior to NQ rock coring. After drilling, borings drilled in the roadway will be patched with cold patch asphalt and borings drilled through the existing bridge deck will be patched with fast setting concrete.

Bridge Replacements on Palmer Road, Madison, Madison County, Alabama
Proposal No: HV25185, October 16, 2023

For project efficiency, and to expedite the field exploration, we propose providing experienced geotechnical staff professionals along with two drilling rigs during the exploration. Our field professionals will coordinate the drilling activities with a licensed engineer in the state of Alabama and will sit the drill rigs and field log the test borings. Our engineer will advise the drillers should we require special tests or altered drilling procedures. We will notify you if unexpected conditions are encountered that warrant modifying the scope of this exploration.

Due to limited access, and for the safety of our drill crews, performance of the field exploration will require road closure during drilling on the bridge decks. We understand that the City of Madison may be able to provide up to three days of road closure. We assume that the road closure can only occur between the hours of 8:30 am and 2:30 pm in order to accommodate school traffic.

Since we anticipate up to five days of field exploration, and there is a possibility that the City of Madison will not be able to provide traffic control, Building & Earth will subcontract a local traffic control service, which is budgeted for five days. The subcontract traffic control will be performed in accordance with ALDOT and MUTCD regulations. Our fee includes five days of subcontract traffic control.

GEOPHYSICAL SERVICES

The Seismic Site Class is based on the average shear wave velocity to a depth of 100 feet. AASHTO also provides alternate methods to determine the Seismic Site Class based on Standard Penetration Test (SPT) N-values or undrained shear strength as described in Article 3.10 of the 2008 Interim Revisions for the AASHTO LRFD Bridge Design Specifications. Our experience, however, indicates the use of N-values and shear strength can be conservative.

We will perform refraction microtremor (ReMi[®]) testing (one run), a seismic method for determining in-situ shear-wave (S-wave) velocities. The Seismic Site Class will be obtained from the results of the ReMi evaluation.

Using our knowledge of the area, the results of the ReMi evaluation, and the USGS National Seismic Hazard Mapping Program, we will provide the following Seismic Design Parameters:

- Mapped Spectral Accelerations for short periods and at 1-second period (S_s and S_1 , respectively).

Bridge Replacements on Palmer Road, Madison, Madison County, Alabama
Proposal No: HV25185, October 16, 2023

- Site coefficients (F_a and F_v).
- Maximum Considered Spectral Response Accelerations for short periods and at 1-second period (S_{MS} and S_{M1} , respectively).
- Design Spectral Response Accelerations for short periods and at 1-second period (S_{DS} and S_{D1} , respectively).

LABORATORY TESTING

Laboratory tests, including moisture content, sieve analysis with hydrometer, Atterberg limit determinations, rock core compressive strength tests, and corrosivity tests will be performed as shown in the attached Drilling and Sampling Plan.

REPORT

The results of our work will be documented in a written report in general accordance with ALDOT- 398. Our recommendations will also include site preparation considerations for the approach fill, undercutting requirements if necessary, and pavement subgrade preparation considerations. The report will also include thickness data from the asphalt cores so an equivalent asphaltic buildup can be developed by Garver.

EXCLUDED SERVICES

The following services are specifically excluded from this proposal:

- Surveying boring locations.
- Pavement design.
- Slope stability analysis due to limited approach fill depths.
- Scour analysis. We will provide D_{50} results for others to perform this analysis.

UTILITIES / SITE ACCESS

We will contact the Alabama One-Call Center to locate underground utilities at the site. We request the Client provide us with any available information regarding underground utilities. Building & Earth will not be held liable for damage to unmarked utility lines or lines marked erroneously by others.

We have assumed that all right of way has been acquired prior to our mobilization. We will require right of entry to all property not within existing right of way, prior to mobilization.

Bridge Replacements on Palmer Road, Madison, Madison County, Alabama
Proposal No: HV25185, October 16, 2023

BUDGET

The cost of our services will be based on the amount of work necessary to evaluate the geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal, the budget for subsurface exploration and geotechnical evaluation is **\$79,325. This budget assumes Building & Earth provides five days of traffic control.**

If conditions are encountered that require additional analysis, we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization.

AUTHORIZATION AND SCHEDULE

We anticipate receiving a Work Authorization acting as a notice to proceed. Changes to the work scope by virtue of design changes or unusual subsurface conditions should be authorized in writing. We anticipate that the field exploration could be started within 15 to 20 business days after receiving written authorization to proceed and will take 5 days to complete. The draft report will be available within 30 business days following completion of the field exploration. The final report will be available within 5 business days of receipt of comments from Garver.

We will discuss the site conditions with you during the course of the work and can provide preliminary recommendations as the work proceeds. Weather may extend the time required for the field exploration (and overall schedule) if rainy days occur prior to or after commencement of the exploration.

CLOSING

Bridge Replacements on Palmer Road, Madison, Madison County, Alabama
Proposal No: HV25185, October 16, 2023

We appreciate the opportunity to submit this proposal to provide a Foundation Report for the proposed construction and look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,
BUILDING & EARTH SCIENCES, INC.

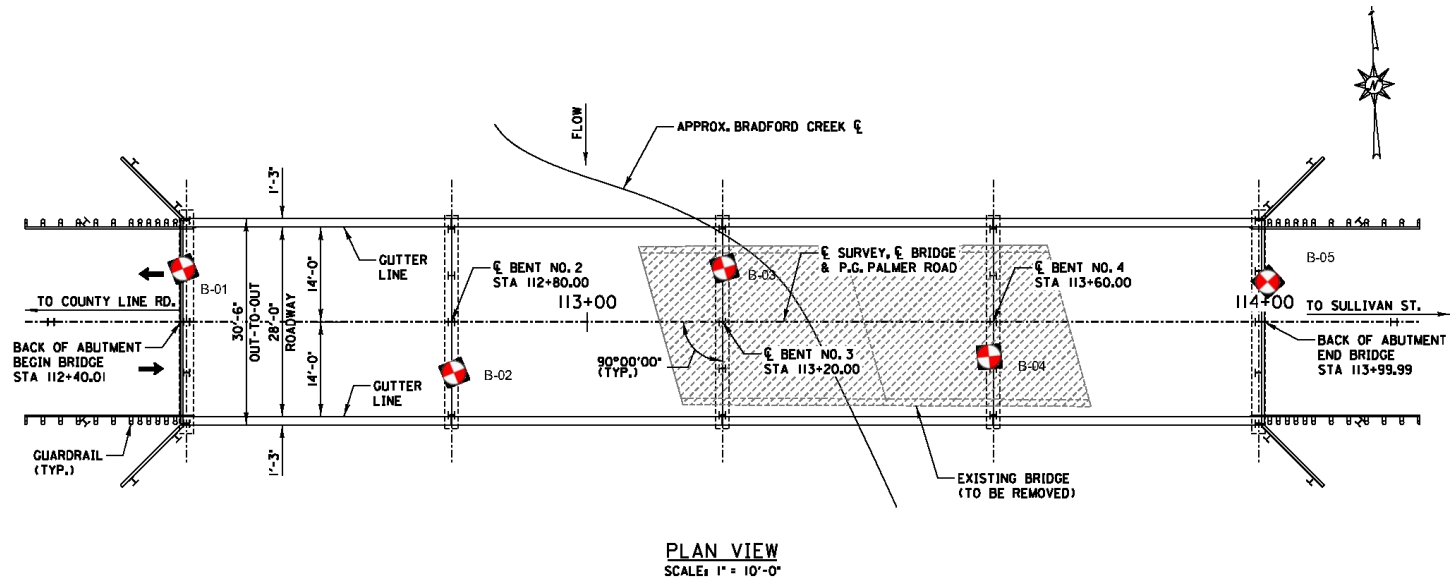


Kevin Edmondson, P.E.
Assistant Branch Manager




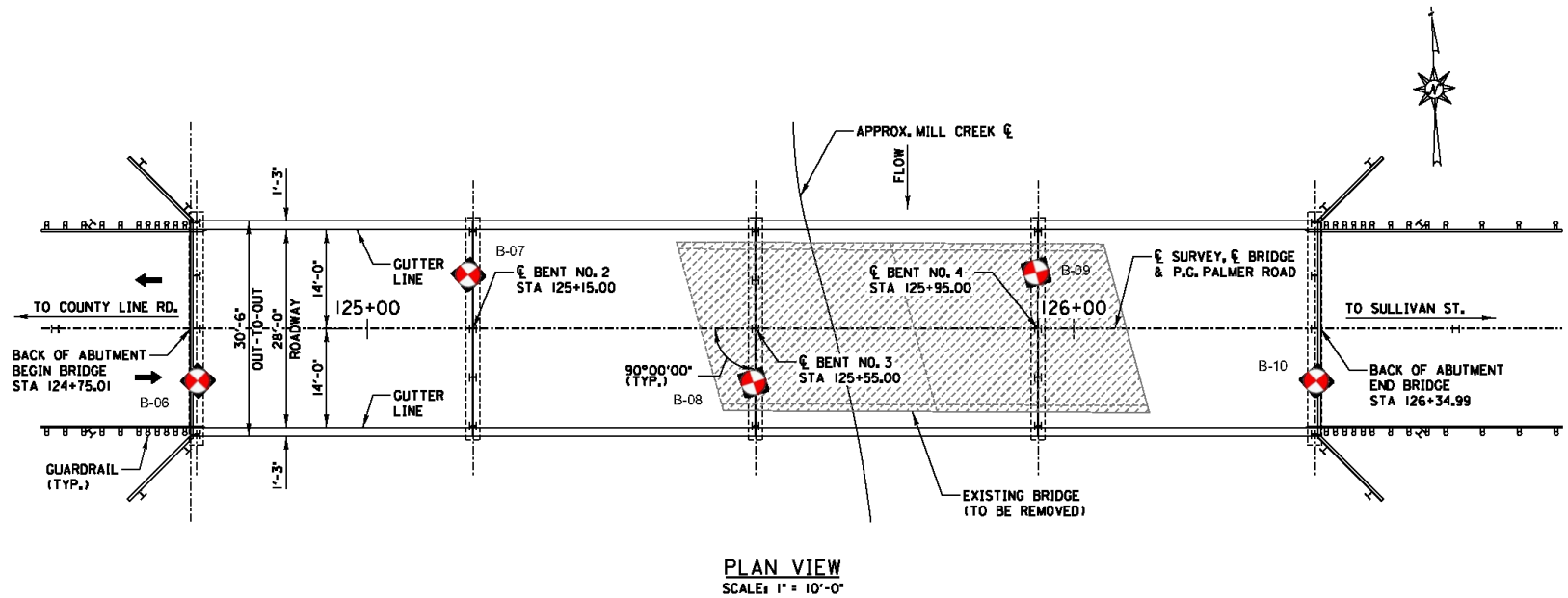
Jeff Pepper, P.E.
Chief Engineer

Attachments: Proposed Boring Location Plans
Fee Estimate
Sampling Plan




 **Approximate Boring Location**

Reference used to create this drawing:	Date:	Approx. Scale:	Project Name / Number:	 Geotechnical, Environmental, and Materials Engineers	PROPOSED BORING LOCATION PLAN
Palmer Road Bridge Replacements over Bradford Creek and Mill Creek dated 05/23	09/12/2023	AS SHOWN	Palmer Road Bridge Replacement over Bradford Creek / HV25185		



PLAN VIEW
SCALE: 1" = 10'-0"

 **Approximate Boring Location**

Reference used to create this drawing:	Date:	Approx. Scale:	Project Name / Number:	 Geotechnical, Environmental, and Materials Engineers	PROPOSED BORING LOCATION PLAN
Palmer Road Bridge Replacements over Bradford Creek and Mill Creek dated 05/23	09/12/2023	AS SHOWN	Palmer Road Bridge Replacement over Mill Creek / HV25185		

Fee Estimate
Palmer Road Bridge Replacements
Madison, Madison County, AL

Task	Description	Unit	Rate	Quantity	Item Cost	Task Subtotal
Project setup, work plan prep						
	Project Engineer	Hour	\$ 125.00	8	\$ 1,000.00	
	Senior Engineer	Hour	\$ 200.00	4	\$ 800.00	
	Mileage	Mile	\$ 0.750	30	\$ 22.50	
	Task Subtotal					\$ 1,822.50
Field Exploration						
	Staff Engineer	Hour	\$ 105.00	80	\$ 8,400.00	
	Project Engineer	Hour	\$ 125.00	8	\$ 1,000.00	
	Senior Engineer	Hour	\$ 200.00	4	\$ 800.00	
	Mileage	Mile	\$ 0.750	150	\$ 112.50	
	Task Subtotal					\$ 10,312.50
Coring						
	Subcontract Coring	Day	\$ 3,290.00	1	\$ 3,290.00	
	Task Subtotal					\$ 3,290.00
Traffic Control						
	Subcontract Traffic Control	Day	\$ 2,500.00	3	\$ 7,500.00	
	Enhanced Traffic Control	Day	\$ 3,500.00	2	\$ 7,000.00	
	Task Subtotal					\$ 14,500.00
Drilling						
	Subcontract Drilling	Each Rig	\$ 2,950.00	10	\$ 29,500.00	
	Task Subtotal	Per Day				\$ 29,500.00
Seismic						
	Seismic Survey	Each	\$ 2,500.00	1	\$ 2,500.00	
	Task Subtotal					\$ 2,500.00
Labortatory						
	Soil Classification Atterberg and Sieve					
	Analysis with Hydrometer	Each	\$ 125.00	8	\$ 1,000.00	
	Moisture Content	Each	\$ 15.00	50	\$ 750.00	
	Rock Core Compressive Strenth	Each	\$ 100.00	4	\$ 400.00	
	Sulfates, Chlorides, pH	Each	\$ 200.00	4	\$ 800.00	
	Task Subtotal					\$ 2,950.00
Draft Report						
	Project Engineer	Hour	\$ 125.00	40	\$ 5,000.00	
	Senior Engineer	Hour	\$ 200.00	20	\$ 4,000.00	
	Computer Processor	Hour	\$ 75.00	16	\$ 1,200.00	
	Task Subtotal					\$ 10,200.00
Final Report						
	Project Engineer	Hour	\$ 125.00	16	\$ 2,000.00	
	Senior Engineer	Hour	\$ 200.00	8	\$ 1,600.00	
	Computer Processor	Hour	\$ 75.00	2	\$ 150.00	
	Task Subtotal					\$ 3,750.00
Miscellaneous Supplies						
	Miscellaneous Supplies	Each	\$ 500.00	1	\$ 500.00	
	Task Subtotal					\$ 500.00
Total Project Estimate						\$ 79,325.00

SAMPLING PLAN
Palmer Road Bridge Replacements - Madison, AL

FEATURE	BORING NUMBER	APPROXIMATE SURFACE EL.	OFFSET (feet)	SOIL BORING DEPTH (ft)	CASING ADVANCER	Asphalt Core	Rock Core	Sample Jars	U.D.	Bulk	Piezometer (ft)	Soil Class.	Moist.	pH	Sulfates	Chlorides	Resistivity	Tri-axial CU/PP	Unit Wt./ U.C.	Rock q _u	Consol	Organic Content	Res. Modulus*	Std. Proct.*
TOTALS:	10			400		6	200	0	0	0	0	8	50	2	2	2	0	0	0	4	0	0	0	0
Abutment No. 1 Sta 112+40	1			40		1	20						5	1	1	1				1				
Bent No. 2 Sta 112+80	2			40		1	20						5											
Bent No. 3 Sta 113+20	3			40			20					2	5											
Bent No. 4 Sta 113+60	4			40			20					2	5											
Abutment No. 2 Sta 113+99.99	5			40		1	20						5							1				
Abutment No. 1 Sta 124+75.01	6			40		1	20						5	1	1	1				1				
Bent No. 2 Sta 125+15	7			40		1	20						5											
Bent No. 3 Sta 125+55	8			40			20					2	5											
Bent No. 4 Sta 125+95	9			40			20					2	5											
Abutment No. 2 Sta 126+34.99	10			40		1	20						5							1				



DATE: 10/18/2023 **P23-8000**

TO: Via Email

ATTN: Scott Leach
Garver

RE: PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING (SUE) Services: Palmer Road Bridge Replacement over Bradford and Mill Creek Madison, AL

Long Engineering, LLC. is pleased to submit this proposal SUE services for the above referenced project. The following is a description of the scope of work that is required to complete this task:

1.0 SUE - Scope

SUE QL-C – The recommended scope of this work is deemed as Quality Level C (QL-C) in order to provide utility information at a higher Quality Level than Quality Level D (QL-D) while saving costs compared to Quality Level B (QL-B) given the proposed scope of work.

- Underground and overhead utilities will be depicted within the project limits shown in Attachment B. SUE services will be provided in accordance with Long Engineering line styles. Long will mobilize a hybrid Survey/SUE crew to survey utility related features and correlate them with utility records to produce QL-C SUE linework per ASCE 38.22 SUE standards.
- Long will coordinate with the local utility companies to confirm the general location of their utilities based upon records research and AL811 notifications as well as site research of any existing site utility maps available and provided. Long is providing this service based upon available utility company records as well as visible utility site features.
- Utilities identified in records research that do not have above ground utility features or that there is less certainty in their horizontal location shall be shown as Quality Level D (QL-D) data in the deliverables noted below.
- Sanitary Sewer connectivity will be shown as QL-C data unless manholes are unable to be accessed (will be shown at QL-D) in the deliverables noted below as well.



Limits:

- SUE QL-C KMZ limits attached in Attachment B based on PDF project limits provided by Garver



Scope Assumptions:

- No pole data table is included in the scope. Poles will be surveyed and overhead connectivity, pole height as well as pole ownership will be depicted.
- Long will utilize specific line styles and cell symbology that are in accordance with ASCE 38-22 standards.
- Long Engineering estimates that there is 12,000 LF of QL-C SUE that will be completed within the limits along with 10 utility poles, 4 sanitary sewer manholes.
- Sanitary Sewer manhole inverts and connectivity are included in the scope
- Survey control is to be provided by Garver

- ODC's include mob-de mob from the Birmingham office
- No Utility Coordination (UC), Quality Level B (QL-B) or Quality Level A (QL-A) SUE is to be provided in this scope. Long Engineering has the capability to perform additional SUE and UC for this project if needed.
- No utility plan sheets are to be included in the scope
- + QL-C Deliverables:
 - UTLE.DGN file
 - PDF plan set with the following:
 - Cover sheet showing project limits, index of sheets, project name
 - General notes sheet showing utility owner contact information, general notes pertaining to date of investigation, date of survey control on file
 - Utility legend sheet showing legend utility line styles and utility cells

SCHEDULE:

Schedule Milestones:

- + Assumed NTP 11/1/2023
- + Start QL-C field work 11/6/2023
- + Complete QL-C deliverables 11/22/2023

FEE STRUCTURE:

Please see Attachment A for detailed fee breakdown, below is a summary of the fee structure:

Task	Description	Fee	
1.1	SUE QL-C	Hourly not to exceed	\$7,070.00
1.1.1	SUE QL-C ODC	At cost, GSA rates	\$267.24
	TOTAL		\$7,337.24

INVOICES:

Invoices for the work will be submitted on the first day of each month and are due payable in full within 30 days.

Long Engineering, LLC.**Garver**

Randy Sanborn, PE
National Practice Leader – SUE

+ + + +

Date: 10/18/2023

Cost Proposal

Attachment A



Project: Palmer Road Bridge Replacements over Bradford and Mill Creek

Phase SUE QL-C

Client: Garver

DIRECT LABOR				
Personnel SUE QL-C	Est. Hours	Rate/Hour	Cost (\$)	Totals
Principle	2	\$ 305.00	\$ 610.00	
Survey Director/Senior Engineer	4	\$ 235.00	\$ 940.00	
PM/SUE Manager	6	\$ 170.00	\$ 1,020.00	
SUE and Survey 2 Person Crew	10	\$ 160.00	\$ 1,600.00	
Survey CAD Technician	10	\$ 210.00	\$ 2,100.00	
Clerical/Admin.	10	\$ 80.00	\$ 800.00	
Total SUE QL-C	42		\$ 7,070.00	\$ 7,070.00
Direct Costs (Specify)				
Travel (204 mi./round trip x 1 trips (2 trucks)	408		\$0.655	\$267.24
Total Direct Costs				\$267.24
Total Estimated Costs				\$7,337.24
Maximum Amount of Contract Proposal				\$7,337.24

Exhibit E

Attachment B

Palmer Park

Palmer Rd & Cormorant Lndg

Palmer Park Soccer Field 7

Palmer Park Soccer Field 9

Palmer Park Soccer Field 3

Palmer Park Soccer Field 4

Madison Baseball Association - Field 3

Adonai School Of Ballet & Fine

Ox Foundation Solutions

RESOLUTION NO. 2023-410-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH J.W. KENNEDY**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with J.W. Kennedy, for additional survey at Eastfield Dr. and Pebblebrook Cir. With preparation of additional legal descriptions on the Gooch sidewalk extension, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to J.W. Kennedy in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and J.W. Kennedy and Associates, P.C., a Tennessee corporation located at 2835 Huntsville Highway, Fayetteville, Tennessee 37334, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, on January 9th, 2023, the City Council of the City of Madison authorized a professional services agreement with J.W. Kennedy for boundary and topographic survey along Gooch Lane for Project No. 22-023; and

WHEREAS, the Project now requires additional survey of Eastfield Drive and Pebblebrook Circle with preparation of additional legal descriptions of the Gooch Lane sidewalk for the Project.

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's continuing unique abilities and services and Consultant desires to provide same to City with an amendment to the existing contract executed January 9th, 2023;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree to the following First Amended Professional Services Agreement as follows:

SECTION 1: EXPANDED SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide an additional survey at Eastfield Dr. and Pebblebrook Circle with preparation of additional legal descriptions on the Gooch Lane sidewalk extension in addition to the other provisions and conditions of the January 9th, 2023 Professional Services Agreement.

- B. Said Professional Services Agreement shall be amended to include the additional scope of services for an additional total payment of four thousand two hundred dollars (\$4,200.00).
- C. All other terms and conditions of the January 9th, 2023 Professional Services Agreement remain in full force and effect but for the above-referenced expanded scope of work.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of December 2023.

Notary Public

J.W. Kennedy and Associates, P.C.
2835 Huntsville Highway, Fayetteville, Tennessee, 37334
931-307-1066

Ms. Michelle Dunson, P.E.
City Engineer
100 Hughes Road
Madison, AL 35758

December 4, 2023
RE : Additional Topographic Survey Gooch Road

Dear Ms. Dunson,

We have the studied the proposed area of work you requested and after careful consideration of the time and materials needed to provide you with the requested survey we would estimate a cost of \$4,200.00.

Thank you for this opportunity to possibly be of service. If you have any questions or need any additional information please contact me at 931-307-1066 or e-mail kennedysurvey@gmail.com.


Sincerely, Jw Kennedy

RESOLUTION NO. 2023-411-R**A RESOLUTION AUTHORIZING A CONTRACT WITH MILLER AND MILLER INC FOR HEADWALL AND GUARDRAIL REPAIR ON SEGERS ROAD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute an agreement with Miller and Miller, Inc., for repairs and construction of a concrete headwall and guardrail on Segers Road south of Hardin Oak Drive (Project # 24-009) to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Miller and Miller, Inc. in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Miller and Miller, Inc., an Alabama corporation located at 2106 Miller Ferry Way, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional environmental engineering services related to repairs to Segers Road; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City, to wit: professional engineering services related to the repair of a concrete headwall and guardrail on Segers Road south of Hardin Oak Drive.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **fifteen thousand two hundred fifty dollars (\$15,250.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, subcontractors and employees with per-project (general aggregate) policy limits of two million dollars (\$2,000,000.00) for each occurrence and in the general aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of one million dollars (\$1,000,000.00) each accident combined single limit for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall include the City and its employees, subcontractors and servants as additional insureds in said policies except Workers Compensation and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, or omissions in its performance of professional services with policy limits of one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled for reasons other than the non-payment of premium by the insurer until thirty (30) days after the insurer shall have notified the City of such action in writing by sending the same to the point of contact identified in Section 10. Consultant's insurance affording additional insured coverage as required herein shall provide primary coverage as relates to other insurance carried by the City.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758*

*With a copy to:
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*Mark O. Seeley
Miller and Miller, Inc.
2106 Miller Ferry Way
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so

limited.

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, 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 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.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this ____ day of December 2023.

Notary Public

Miller and Miller Inc.
Consultant

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

§

COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ for Miller and Miller Inc., 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 entity.

Given under my hand this the _____ day of _____ 2023.

Notary Public

RESOLUTION NO. 2023-405-R**AUTHORIZING AN AGREEMENT WITH COOK'S PEST CONTROL**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Cook's Pest Control for termite inspection and control services, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023

Paul Finley, Mayor
City of Madison, Alabama



COOK'S PEST CONTROL

Subterranean Termite Control Agreement - AL/MS Sentricon® System

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

Item A.

DAMAGE REPLACEMENT GUARANTEE

THIS CONTRACT PROVIDES FOR RETREATMENT OF THE INFESTED AREAS OF THE COVERED STRUCTURE(S) AND THE REPAIR OF DAMAGE CAUSED BY SUBTERRANEAN TERMITES ONLY WITHIN THE LIMITS STATED IN THIS CONTRACT.

Important: You should read all pages of this Agreement, including the Guarantee.

SERVICE AGREEMENT WITH: City Of Madison Offer expires 30 days after: 11/21/2023

SERVICE INFORMATION

Customer Name: City Of Madison
Service Address:
190 Graphics Dr
Gym
Madison, AL 35758

Phone Number: (256) 772-5600
E-mail: facilitiesap@madisonal.gov

BILLING INFORMATION

Account Number: 169242
Customer Name: City Of Madison
Billing Address:
100 Hughes Rd
Madison, AL 35758-1110

Phone Number: (256) 772-5600
E-mail: facilitiesap@madisonal.gov

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of 1188.00 which may be paid in quarterly installments of 297.00 beginning next year. These installments are due on the first day of each quarter. After three years, Cooks reserves the right to periodically adjust the annual renewal fee.

If the Customer's account becomes more than 90 days past due, or if Customer cancels service before the end of the first year, the Agreement, Guarantee, and protection will be cancelled, all amounts due will become payable as liquidated damages, and any payments received after cancellation shall be applied to the liquidated damages due. Payment of liquidated damages shall not reinstate the Agreement, Guarantee or protection. In the event of cancellation, Customer agrees to pay all costs of collection including a reasonable attorney's fee, subject to any limitations imposed by law.

FINANCE CHARGE

The **FINANCE CHARGE** on the above is computed on any **UNPAID BALANCE** at the rate of **1 1/2% PER MONTH** or **18% ANNUAL PERCENTAGE RATE**. If the balance owing is paid in full within 30 days of the Agreement or date charged, no finance charge will be added. The finance charge and total amount of payments have been computed on the assumption that **ALL** payments will be received in the month charged. In the event that timely payments are not made, the final payment will be increased due to the finance charge being computed on an unpaid balance that includes an unpaid finance charge.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Your payment schedule will be:

Number of Payments	Amount of Payments
<u>0</u>	<u>0</u>

PAYMENTS DUE monthly, beginning one month after date of installation as stated on the Service Report, and on the same day each month thereafter.

- A. **ANNUAL PERCENTAGE RATE:** The cost of your credit as a yearly rate. 0%
B. **FINANCE CHARGE:** The dollar amount the credit will cost you (D-C). 0
C. Amount Financed: The amount of credit provided you or on your behalf (Balance Owed). 0
D. Total of Payments: The amount you will have paid after you have made all payments as scheduled (B+C). 0
E. Total Sales Price: Total cost of your purchase on credit, including your downpayment (0)

You have the right to receive an itemization of the Amount Financed at this time.

☒ I want an itemization ☐ I do not want an itemization. LATE CHARGE: None

SECURITY: You are not giving us any security interest. PREPAYMENT: If you pay off early, you will not have to pay a penalty. See your Agreement documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Customer Agrees to Pay:

Commercial Sentricon - Commercial District	Price/Visit	Tax	Discount	Total	Visit First Year	Due Now
Com Sentricon Install - Pest Customer	\$2,863.00	0	0	\$2,863.00	1	\$2,863.00
TOTAL FOR THIS PROGRAM						

TERMS AND CONDITIONS

NOTICE - Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

NOTICE - Buyer's Right to Cancel (For Consumer Agreements Only). If this Agreement was solicited at your residence and you do not want the goods or services, you, the Buyer, may cancel this Agreement by delivering or mailing a notice to the Seller. The notice must say that you do not want the goods or services and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Cook's Pest Control, Inc., 1741 Fifth Ave. SE, Decatur, AL 35601.

See the Notice of Cancellation form given to you by the Cook's Representative for an explanation of this right.

NOTICE - With the exception of any State mandated waiver forms, if applicable, this Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past termite control Agreements and Guarantees between Customer and Cook's, if any, are expressly superseded by the terms and conditions of this Agreement, Guarantee and protection.

CAUTION - It is important that you thoroughly read all 3 pages of this Agreement and Guarantee.

ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

Please read this Agreement carefully! It limits certain of your rights, including your right to seek remedies in court and have your claim decided by a judge or jury. If you do not understand this Agreement, seek legal advice! The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its Guarantee, payment charges and terms and the arbitration and waiver of jury trial provisions. CAUTION - It is important that you thoroughly read the Contract before you sign it.

X

Cook's Pest Control, Inc. Representative

Customer or Agent

Subterranean Termite Control Agreement - AL/MS Sentricon Damage Replacement Guarantee

Definition: "Subterranean Termites" – For the purposes of this Agreement, "Subterranean Termites" is expressly limited to include native Subterranean and Formosan Termites. It does not include drywood termites, powderpost beetles, carpenter ants, molds, fungi, wet rot, dry rot, wood decaying bacteria, or other woodboring insects or any other type organism except native Subterranean and Formosan Termites.

I. RENEWABLE PROTECTION

1. This Guarantee is effective for a period of one (1) year following the initial treatment. Thereafter, the Guarantee may be continued on a year-to-year basis subject to the terms listed in this Guarantee. This Guarantee can only be modified in writing, signed by Cook's Pest Control, Inc. [Cook's] and Customer. With the exception of the warranty disclaimer below, this Guarantee applies only to the Sentricon Colony Elimination System.
2. The Customer reserves the right to cancel this Guarantee at any time after the first year. Cook's reserves the right to adjust the Annual Renewal Fee after the third year of this Guarantee and may cancel this Guarantee for any of the following reasons:
 - a. The building is sold or there is a change in ownership (A new Guarantee may be issued by agreement between the new owner and Cook's).
 - b. Customer fails to fulfill all obligations as specified in the Agreement and Guarantee.
 - c. There occurs a natural disaster or other event, such as a storm, flood, fire, etc., which substantially alters or destroys the effectiveness of the Cook's treatment.
 - d. There occurs a change in state or federal law which substantially alters or affects Cook's ability to perform its obligations under the Agreement.
 - e. Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System.
3. This Guarantee is specifically limited to only those structures set forth in the Agreement and graph and incorporates herein by reference any State mandated waiver forms, if applicable.

II. DAMAGE REPLACEMENT GUARANTEE

1. Cook's will perform the following services during the term of this Guarantee:
 - a. Install Sentricon termite bait stations in the soil around the structure[s] according to guidelines established by Dow AgroSciences.
 - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
 - c. Make an annual inspection of the structure and provide all required reports.
2. Cook's will repair, under its supervision, any new damage caused by native Subterranean or Formosan Termites provided:
 - a. Cook's finds the damaged area infested with live native Subterranean or Formosan Termites.
 - b. Customer has fulfilled their obligations as specified in the Agreement and Guarantee.
3. This repair Guarantee applies to the interior and exterior of the building except where:
 - a. Wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish System (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, is less than six [6] inches above ground level.
 - b. A moisture problem exists, permitting an aerial termite colony, which allows termites to survive without returning to the soil.
4. All wooden decks, porches and patios are expressly excluded from this damage repair guarantee.

III. CUSTOMER OBLIGATION

1. Customer agrees to maintain the treated structure free of any moisture condition, permitting an aerial termite colony, which allows termites to survive without returning to the soil. Such conditions include, but are not limited to, roof leaks, improper ventilation, faulty plumbing or improper drainage. In addition, all wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish Systems (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, must be kept and maintained at least six [6] inches above ground level. The presence of any of these conditions shall void the Guarantee. It is the Customer's sole responsibility to identify and correct these conditions.
2. It is the sole responsibility of the Customer to notify Cook's in writing if the building is sold, ownership changes, additions or modifications are made, stations are removed, or if the Guarantee is to be terminated for any other reason. If additions are made or stations removed, additional charges will be required for the installation of new stations and for the Guarantee to remain in effect.
3. All initial treatment charges are due at the time the services are provided, unless financed or other written payment arrangements are agreed to by and between Customer and Cook's. All annual renewal fees are due as required by the payment terms and conditions.
4. Customer will cooperate fully with Cook's by making the structure(s), and all areas where there are monitoring stations, available for all inspections and servicing. Customer understands that access to the stations is an essential element to the performance of this agreement and in any situation where access requires permission from an adjoining property owner, it shall be the customer's sole responsibility to obtain any necessary permission. Removal of stations and unapproved modifications or creation of areas which cannot be properly inspected will result in a loss of termite protection and void your Guarantee.
5. Removal or tampering with Sentricon stations by customer could void this agreement at Cook's sole discretion. Customer agrees to contact Cook's immediately if any station is removed or disturbed.

IV. CUSTOMER UNDERSTANDS AND AGREES

1. The Sentricon System treatment being provided is for native Subterranean and Formosan Termites and does not include protection for Drywood Termites, Boring Beetles or any other wood destroying organisms, mold, Wood Decay Fungus, moisture damage or any other moisture related conditions.
2. The Sentricon System involves station monitoring, eliminating any detected termite colonies, and continued station monitoring to ensure protection from any new termite colonies.
3. Customer further understands and acknowledges that the Sentricon® System with Always Active™ technology can require the placement of above-ground bait stations on walls and other surfaces that might be damaged when stations are removed. Further, termites that feed on such bait stations may stain or discolor walls or other structures upon which the stations are placed. As a consequence, Customer expressly waives any claims or causes of action against Cook's for any damages caused to Customer's walls or any other surface upon which bait stations might be placed and further releases Cook's from any liability related thereto.
4. If applicable, Customer releases Cook's from any liability from all treatment, retreatment, inspection, or repair of termite damage in any area associated with or identified in a "Waiver Form" or similar "Exceptions to Treatment Standards" which prohibited a full, initial minimum treatment of the subject property.
5. If this Guarantee is cancelled, for whatever reason, Customer shall not be entitled to any re-payment of annual renewal fees paid.
6. All components of the Sentricon System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of the components, other than the right of installation by Cook's on Customer's premises pursuant the Agreement.
7. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System, they shall notify the Customer and offer one of the following: a. If the Customer and Cook's agree on the use of an alternative form of termite protection, a new agreement shall be entered into and Customer shall receive credit for any unearned payments; or b. If the Customer or Cook's elects to discontinue the Agreement, the customer shall receive a refund for any unearned payments.
8. Upon the expiration or termination of this Agreement, either Cook's, Dow AgroSciences, or their representative shall be authorized by the Customer to retrieve from the premises the Sentricon stations and other system components. In the event Customer fails or refuses to permit access to the premises for removal of the Sentricon System components, Customer shall be liable to Cook's for the amount of \$25.00 per month for each month Customer refuses to permit access for retrieval of system components as agreed in this paragraph.
9. State regulations may require specific treatment standards for a conventional liquid barrier termite treatment. However, these standards will not be performed as part of this Agreement because the Sentricon System is a conceptually different type of termite treatment which does not involve a liquid barrier treatment. The Sentricon System is registered for use in this state.
10. There is no guarantee, and Cook's does not represent, that termites will not return.
11. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.
12. It is understood and agreed between the parties that all monitoring and/or servicing of the bait or the baiting systems ("treatment") shall be performed by Cook's and that Cook's is hereby given the sole and exclusive authority and discretion to determine what treatment shall be provided and the manner in which said treatment is undertaken.
13. The purchase of polyethylene barriers or louvered vents for the crawlspace are to further protect against termites and not sold to control or prevent mold, mildew, rot, or other similar moisture related infestations. Cook's makes no warranties, representations, or guarantees as to the ability of these products to prevent such infestations.

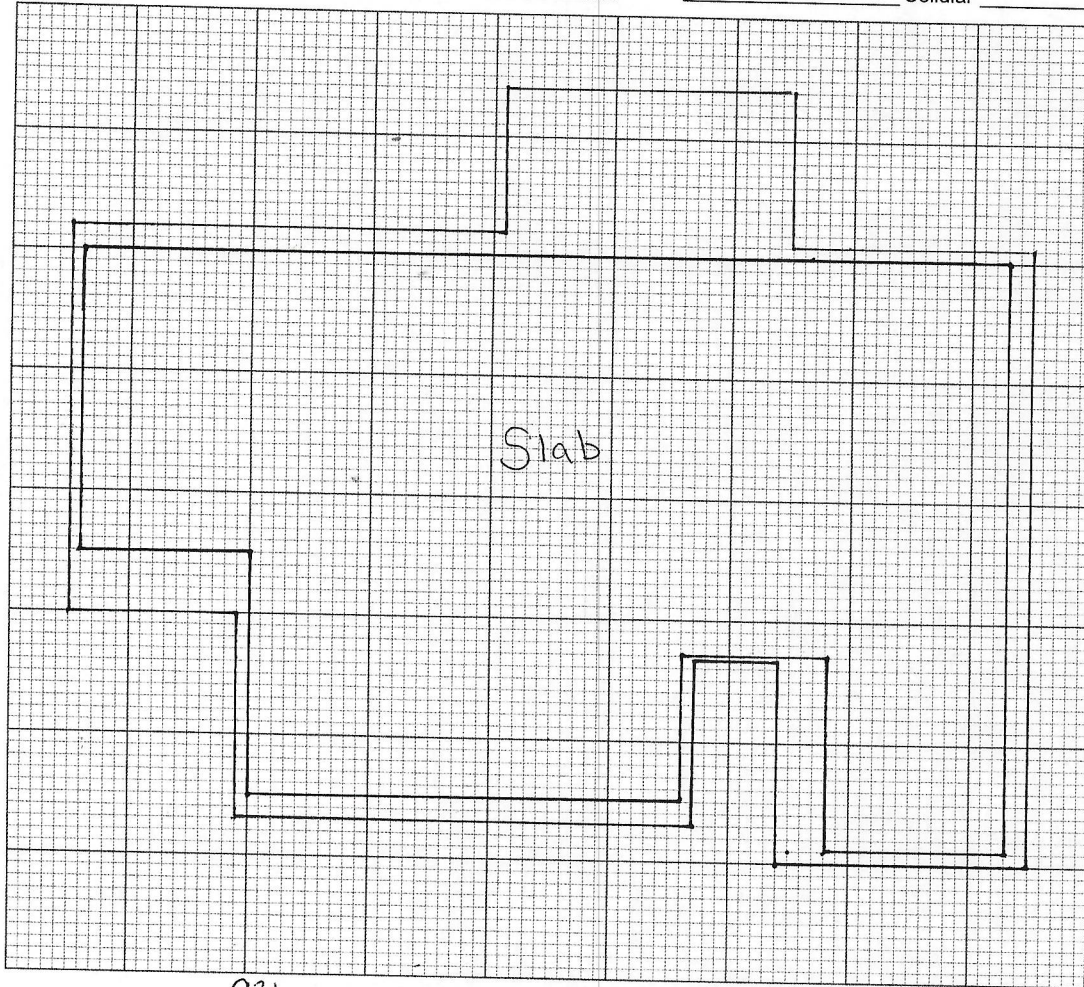
V. 110% MONEY-BACK GUARANTEE

1. Cook's agrees to refund the initial installation charge plus an additional 10% if:
 - a. The Customer's dissatisfaction is communicated in writing within 30 days following the initial installation, and
 - b. After receiving such notice, Cook's fails to reasonably satisfy the Customer within 30 days.

Note: All warranties for materials or services shall be expressly limited to the manufacturer's warranty, if any, and the warranties specifically set forth herein. Cook's makes no other warranties, express or implied, including merchantability and fitness.

The removal of the bait or baiting system may result in a lack of termite protection.

Name: City of Madison Inspected by Calb Long Date 11-21-23
Address 190 Graphics Dr Phone [H] _____ [W] _____
City Madison State AL Zip 35758 Email _____ Cellular _____



Structural Linear Feet 936 Sq. Ft. _____ Cu. Ft. _____ Scale: 1 Sq. = 3 Lin. Ft.

Key to Inspection:

- | | | |
|---|--|-----------------------------|
| T - Active Termite Infestation and Suspected Damage | <input type="checkbox"/> - Existing Pier | /// - Excavation Needed |
| P - Previous Termite Infestation and Suspected Damage | M - Moisture Problem | VN - Foundation Vent Needed |
| X - Visible Damage | GC - Ground Cover Needed | WD - Wood Decay |
| S - Suspected Damage | V - Existing Vent | WTE - Wood To Earth |
| | ⓧ - Replace Vents* | |

*Cook's makes no representation or warranty regarding the efficacy or necessity of vents in the control of subterranean termites.

Moisture Readings: Porch Sills _____ Plumbing Areas _____ SubFloor _____
Exterior _____ Porch Columns _____ Other _____

(Moisture content of 20% or greater promotes wood decay and insect infestations.)

If action is not taken to reduce the wood moisture content, damage to the structure is likely to occur.)

The designation of a current or previous infestation, damage or moisture condition on this report is not intended to reflect the total extent of the condition. The evidence of an active or previous infestation of subterranean termites may be synonymous with damage, and such damage and any need of corrective repairs needs to be evaluated by the property owner and/or their qualified building expert to determine the extent of damage and the need for repair.

I understand this is a visual inspection and does not reflect conditions inside walls and areas not visible.

Owner/Agent _____ Date _____

RESOLUTION NO. 2023-417-R

AUTHORIZING AN AGREEMENT WITH COOK'S PEST CONTROL

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Cook's Pest Control for pest control services, said terms and conditions to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, City Council President
 City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
 City of Madison, Alabama

APPROVED this ____ day of December 2023

Paul Finley, Mayor
 City of Madison, Alabama

SERVICE AGREEMENT WITH: City Of Madison Offer expires 30 days after: 11/21/2023

SERVICE INFORMATION

Customer Name: City Of Madison
 Service Address:
 190 Graphics Dr
 Gym
 Madison, AL 35758
 Phone Number: (256) 772-5600
 E-mail: facilitiesap@madisonal.gov

BILLING INFORMATION

Account Number: 169242
 Customer Name: City Of Madison
 Billing Address:
 100 Hughes Rd
 Madison, AL 35758-1110
 Phone Number: (256) 772-5600
 E-mail: facilitiesap@madisonal.gov

110% SATISFACTION GUARANTEE – If you are not completely satisfied with the results of our monthly service, report your dissatisfaction to the local Cook's manager. We will respond within 24 hours with a solution to your pest problem. If you are not completely satisfied within one week, your next monthly service is free, plus we will issue a credit for 10% off the following month's service.

This Agreement is for the control of : roaches, ants*, silverfish, rodents, fleas**, ticks**, spiders***, rodents

* See page 2 of this agreement for terms and conditions of fire ant service.

** Flea and tick control is limited to indoor treatment only, unless otherwise specified.

*** This agreement excludes the control of brown recluse spiders and bed bugs, which require an alternative specialized treatment.

Pests to be controlled in the following areas of the building(s):

Service the exterior perimeter out to 10 ft monthly. Service exterior up to 15 ft for webs and wasp nests monthly. Service 10 exterior rodent stations monthly. Service interior common areas monthly.

Cook's will, after a thorough initial treatment, provide regular service trip(s) each month. Customer agrees to comply with sanitation and additional control procedures as outlined in the Inspection Report and attached recommendations contained in this proposal and any subsequent recommendations made by Cook's.

Customer agrees to pay Cook's for the initial service and monthly services for the following twelve months. If and when due, Customer shall also pay any applicable taxes. Thereafter, the agreement will continue on a month to month basis until a written termination notice is given by either party. Monthly payments are due thirty (30) days from the invoice date. If the Customer's account becomes more than sixty (60) days past due, the Agreement and protection will be subject to cancellation and all amounts will become due and payable as liquidated damages. Payment of liquidated damages shall not reinstate the Agreement or protection. In the event of such cancellation, Customer agrees to pay all costs of collection, including a reasonable attorney's fee, not exceeding 15% of the unpaid debt.

Cook's will provide, if requested by the customer, additional service trips at: no charge

Equipment will remain the property of Cook's, unless purchased by the Customer. The Customer will be charged for replacing lost or damaged equipment. If equipment was purchased, see Product Sales Agreement for details.

Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request.

SEE PAGES TWO (2) AND THREE (3) OF THIS PROPOSAL FOR IMPORTANT ADDITIONAL TERMS AND CONDITIONS, INCLUDING ALTERNATIVE DISPUTE RESOLUTION. The Terms and Conditions on page two (2) are incorporated herein by this reference. A certificate of insurance will be provided upon request.

Customer Agrees to Pay:

Commercial Pest with Rodent Control	Price/Visit	Tax	Discount	Total	Visit First Year	First Year
Com Pest - Initial Service	\$370.00	0	0	\$370.00	1	\$370.00
Com Pest - Monthly	\$185.00	0	0	\$185.00	12	\$2,220.00
TOTAL FOR THIS PROGRAM						

TERMS AND CONDITIONS

1. **PAYMENT.** Payment for services rendered are net 30. A 1½% per month late charge may be assessed to all amounts past due. Cook's shall also be entitled to all costs of collection including court costs and attorney's fees in the event of default by the Customer.
2. **SPECIFICATIONS.** Notwithstanding any language contained in the Customer's purchase order or other form contract, the work to be performed by Cook's shall be as stated in Cook's Proposal and subject to these terms and conditions. The prices set forth in the Proposal are subject to addition for federal, state and local taxes. This Agreement can only be modified in writing, signed by Cook's and Customer.
3. **WARRANTY.** Cook's assumes responsibility for the work performed. A certificate of insurance will be provided upon request. Should Cook's fail to conform to this warranty, Customer shall notify Cook's within ten days of service, and Cook's shall retreat the building(s). Correction of non-conformities in this manner shall constitute fulfillment of all liabilities of Cook's to the Customer with respect to or arising out of the services performed, whether based on contract, negligence, strict tort or other theory of liability. Cook's shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damages or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods, or claims of customers of Customer for service interruptions. The remedies of Customer set forth hereinabove are exclusive; and, the liability of Cook's with respect to any contract, or anything done in connection therewith, such as the performance or breach thereof, or from the sale, delivery, utilization or installation of any services or products furnished by or under the Proposal, whether arising out of any contract, negligence, strict tort, or under any warranty or otherwise, shall not exceed the fees paid by Customer to Cook's under the Proposal.
4. **DELAY.** Cook's shall not be liable for any failure or delay in performing service resulting from any cause beyond its reasonable control.
5. **CANCELLATION PROVISIONS.** If service is discontinued before expiration date of the agreement, the customer is charged a cancellation fee of one-half the regular monthly service fee for the remaining months not serviced. Cook's reserves the right to re-enter Customer's property and remove from same all Cook's equipment including rodent bait stations, traps and etc. upon termination of this agreement.
6. **NOTICE –** This Agreement constitutes the sole and entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past pest control Agreements and Warranties between Customer and Cook's, if any, are expressly superceded by the terms and conditions of this Agreement and Warranty.

FIRE ANT TERMS AND CONDITIONS

By accepting Cook's service for fire ants, Customer agrees to the following terms and conditions regarding fire ant coverage:

1. The service is expressly limited to the interior areas of the structure; however, the exterior perimeter may be treated to reduce interior fire ant infestations in the structure. Customer understands and agrees that Cook's does not attempt to control fire ants outside the structure.
2. Cook's makes no guarantee or warranty regarding its fire ant service or its ability to eradicate, control or prevent fire ants from the structure. While Cook's may help reduce the number of fire ants in a structure through treatment, eliminating or eradicating all fire ants in any structure may not be achievable or possible. Furthermore, the time period for reducing fire ants varies according to a number of factors.
3. Fire ants may appear in the structure between regularly scheduled treatments. Customer understands that Cook's may be contacted for interim follow-up servicing as stated on the front side of this agreement, or customer may wait until the next regularly scheduled service call.
4. Customer understands and agrees that small marker flags may be left with Customer by a Cook's service technician for identification of fire ant mounds around the perimeter of the structure as they might be discovered by Customer. Unless Customer contacts Cook's for interim follow-up service, the subject fire ant mounds, which are clearly identified with Cook's flags and those which are discovered by Cook's technician, will be treated during the next regularly scheduled service call. This effort is not part of an exterior service, but part of the interior service efforts.
5. Customer, on behalf of all residents, visitors, guests, licensees, individuals, heirs and assigns, expressly releases Cook's from any and all liability, including but not limited to, personal injury, property damage, loss of use or enjoyment, punitive, special or incidental damages related to fire ant treatment or damage and further agrees to hold Cook's harmless and indemnify Cook's for any such injuries or damages for the same.
6. It is understood and agreed between Customer and Cook's that no services performed hereunder shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.

Georgia Customers: The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

ALTERNATIVE DISPUTE RESOLUTION

As an inducement to Cook's Pest Control, Inc. [COOK'S] to enter into the Service Agreement and Guarantee with the Customer, the parties hereto agree as follows:

(1) In the event of any dispute, controversy or claim arising out of or relating to the Service Agreement and/or Guarantee, any alleged breach thereof or arising out of any prior or future dealings between COOK'S and Customer (hereinafter collectively "any dispute"), the parties hereby agree to resolve any dispute between themselves in accordance with this Alternative Dispute Resolution Agreement. First, the parties shall use their good faith efforts to negotiate between themselves a mutually satisfactory resolution of any dispute.

(2) Second, in the event the parties are unable to resolve any dispute among themselves, COOK'S and Customer agree to mediate such dispute. The mediation shall be conducted in accordance with the Alabama Civil Court Mediation Rules or, if available, the mediation rules adopted by the highest court of the state of Customer's residence. The parties shall mutually agree upon a mediator and the mediation shall be conducted in the county of the Customer's residence. In the event the parties are unable to agree upon a mediator, the then-presiding Judge of the Circuit Court or highest trial court of the county of the Customer's residence shall select a mediator. Unless agreed otherwise, the cost of the mediation shall be paid equally by the parties.

(3) Third, in the event any dispute cannot be resolved by voluntary mediation, COOK'S and Customer hereby expressly agree to submit any and all disputes to binding arbitration. COOK'S and Customer hereby acknowledge and agree that the Service Agreement and Guarantee involve, impact and substantially affect interstate commerce and that any and all disputes regarding the Service Agreement and/or Guarantee, claims arising out of or relating to the Service Agreement or Guarantee the breach thereof or arising out of any prior or future dealings between COOK'S and Customer are subject to the provisions of the Federal Arbitration Act, 9 U.S.C. § 1 et. seq. COOK'S and Customer hereby acknowledge and agree that binding arbitration has been chosen by them as an alternative to litigation.

It is understood and agreed by and between COOK'S and Customer that the arbitration shall be conducted before a single arbitrator to be mutually agreed upon by COOK'S and Customer. In the event that COOK'S and Customer cannot agree upon an arbitrator, then the Presiding Circuit Judge of the Circuit Court of Morgan County, Alabama shall appoint an arbitrator. It is further understood and agreed that the arbitration shall be held in Morgan County, Alabama.

If the transaction is a consumer transaction, COOK'S shall pay the cost of the arbitration with each party to pay his, her or its own attorneys' fees and costs. If the transaction is a commercial transaction, COOK'S and the Customer shall each pay one-half of the cost of arbitration unless ordered otherwise by the Arbitrator and each party shall pay his, her or its own attorneys' fees and costs. As a part of the final decree in any arbitration, the arbitrator may reapportion the arbitration cost payable by each party. Any arbitrations will take place on an individual basis; class arbitrations and class actions are not permitted. The parties intend that the scope of matters subject to arbitration shall be interpreted in the broadest possible range of matters that may be arbitrated under federal law, and that any question as to the scope of the claims to be resolved shall be determined by the arbitrator, including, but not limited to, any issues with regard to fairness, capacity, waiver and/or unconscionability.

WAIVER OF TRIAL BY JURY: It is mutually understood and agreed between COOK'S and Customer and for their successors and assigns that both parties do hereby waive trial by jury of any claim, counterclaim or third-party claim, including any and all claims of injury or damages brought by either party against the other arising out of or relating to the Service Agreement and/or Guarantee, any breach thereof, or any prior or future dealings between COOK'S and Customer. The parties acknowledge and agree that this waiver of trial by jury is made freely, knowingly and voluntarily and is desired by all parties to avoid the time and expense of a jury trial. In the event that the arbitration agreement contained herein should be declared by any court of law to be unenforceable for any reason, the parties to this Agreement nevertheless expressly agree to waive a jury trial of any disputes. Customer acknowledges that he or she has read the foregoing Alternative Dispute Resolution Agreement, understands its provisions and agrees to be bound by its terms.

PLEASE READ THIS AGREEMENT CAREFULLY! IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO SEEK REMEDIES IN COURT AND HAVE YOUR CLAIM DECIDED BY A JUDGE OR JURY. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, SEEK LEGAL ADVICE! THE FOLLOWING IS MY ACKNOWLEDGMENT THAT I UNDERSTAND AND AGREE TO ALL THE PROVISIONS OF THIS PEST CONTROL AGREEMENT, PAYMENT CHARGES AND TERMS AND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS. CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

AL 17795, S1 0065, AL

COOK'S PEST CONTROL, INC. 2003944, 0

Representative:

Address: 143 W Dublin Dr , Madison AL 35758

Phone: 256-772-2440

CUSTOMER'S APPROVAL

Signature:

Title: Accounts Payable

Contact Person:

Phone: (256) 772-5600

RESOLUTION NO. 2023-421-R**A RESOLUTION AUTHORIZING AN AGREEMENT FOR
AN APPRAISAL WITH VALBRIDGE PROPERTY ADVISORS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional services agreement with Valbridge Property Advisors for a property appraisal at 4182 Sullivan Street, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Appraisal Services Agreement" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Valbridge Services Agreement in the amount(s) and manner authorized by the quotation accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of December 2023.

Paul Finley, Mayor
City of Madison, Alabama

Valbridge Property Advisors | Alabama

Appraisal Services Agreement

December 7, 2023

City of Madison
C/O Laura Folts
228 Mose Chapel Road
Madison, AL 35758

Re: 4182 Sullivan Street

Dear Mrs. Folts:

Valbridge Property Advisors | Alabama is pleased to present the following proposal.

This letter, together with the attached Standard Terms and Conditions, will form our agreement for services regarding the subject property ("Agreement"). If this Agreement is acceptable, please sign the letter below, or have an authorized person affiliated with your organization sign. Please retain a copy for your records and return a signed copy to us, along with any specified retainer. We look forward to working with you on this assignment.

Specifications of the Appraisal

Client Name:	City of Madison C/O Laura Folts 228 Mose Chapel Road Madison, AL 35758
Subject Property:	4182 Sullivan Street Madison, AL 35758
Property Type:	Land
Interest to be Valued:	Fee Simple
Intended Use:	Internal Decision-Making
Intended User(s):	Client

The appraisal will be for sole use and benefit of the Client and identified intended user(s). No other users are intended or authorized, and no other parties should use or rely on the appraisal or any content in the appraisal report for any purpose without the written consent of Valbridge Property Advisors | Alabama.

Type(s) of Value:

Market Value

The definition of the type of value will be stated in the report. Valbridge Property Advisors | Alabama is not responsible for determining whether the type of value stated for this assignment is appropriate for Client's intended use, as that determination may be a legal matter. An "as is" value is not a prediction of any future value or a representation of the price the property may be sold for in distress or foreclosure. If a different type of value is necessary, please inform us prior to executing this Agreement.

Date(s) of Value:

As-is

Click or tap to enter a date.

Valbridge Property Advisors | Alabama is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use, as that determination may be a legal matter.

Anticipated Scope of Work:

Valuation Approach(es):

All Necessary Approaches

Level of Inspection:

In-person site visit

**Hypothetical Conditions,
Special/Extraordinary
Assumptions:**

Extraordinary Assumptions may be added if needed during development of the appraisal and, if applicable, will be disclosed in the report.

Report Option and Format:

Appraisal Report

Delivery Date:

21 days from signed engagement letter

Valbridge Property Advisors | Alabama will use its best efforts to deliver the appraisal report no later than such date. Delivery of the report is contingent on Valbridge Property Advisors | Alabama's timely receipt of information and documentation from Client and other parties, as well as access to the property if necessary for the scope of work. In the event

of a delay, Valbridge Property Advisors | Alabama will inform Client as soon as reasonably practicable.

Prior Services Regarding Subject Property (USPAP Disclosure):

The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that will be the subject of this report within the three-year period immediately preceding this agreement.

Appraisal Fees: **\$3,500**

Total Appraisal Fee: **\$3,500**

Retainer Fee: \$0

Payment Terms: 14 days net

Scope: Market value for sale

Send Payment To: VPA IX
 P.O. Box 834
 Mt. Pleasant, SC 29465

If ACH is preferred, please request instructions

Property Documentation.

Client agrees to provide accurate documentation and information as requested by Valbridge Property Advisors | Alabama to complete the appraisal. Delays in receipt of the documentation or in property access may result in Valbridge Property Advisors | Alabama being unable to deliver the appraisal report on the agreed-upon delivery date. Our list is attached for your review.

Standard Terms and Conditions and Assumptions/Limiting Conditions.

The services performed under this Agreement will be subject to the attached Standard Terms and Conditions, which are incorporated into and form a material part of this Agreement. Each appraisal will also be subject to the assumptions and limiting conditions stated within the report.

The offer to provide the services described is valid for 10 business days from the date of this letter.

By: Real Estate Appraisers, LLC , d.b.a. Valbridge Property Advisors | Alabama



Name: John E. Hall, III

Title: Senior Managing Director

Dated: December 7, 2023

Agreed and accepted on behalf of Client:

By:

Client Name:

Title:

Dated:

Please provide:

Information Contact:

Phone:

E-Mail:

Inspection Contact:

Phone

E-Mail

Please make available all applicable data as soon as possible. Digital files are preferred but not required.

Property Information

1. Survey and/or legal description
2. Documentation of any environmental issues or hazards
3. Documentation of any successful property tax appeals
4. Provide documentation of tax incentives, abatements, PILOT, etc. if applicable
5. Building Elevations, Floor Plans, Construction Drawings and Site Plan
6. List and cost of major repairs/upgrades performed in the past 24 to 36 months
7. List and cost of any recent additions, improvements and/or renovations
8. List and cost, contractor bids, or budgets for any proposed additions or renovations
9. Target date for completion of construction, additions and/or renovations

Transactions/Leases/Operations

10. Copy of any pending purchase contracts, declined/failed offers, Letters of Intent, etc.
11. Name and contact info of all real estate brokers involved if listed for sale, under contract, recently purchased, or offered for lease
12. If leased - Current Rent Roll and complete copies of all leases, renewals, lease drafts, pending leases, LOI's and/or lease abstracts
13. If leased - Details on any additional income from cell towers, billboards, etc.
14. If leased – P&L statements on the property operations for the past three years
15. If leased, YTD P&L statement and the budget of operations for the current year
16. Annual Property/Casualty insurance premium (actual or budgeted)
17. Annual dues paid if part of a building owner's association or planned development

Inspection, Miscellaneous

18. Name and contact info of someone that can provide a tour of the property

19. Any other information that you feel is pertinent

STANDARD TERMS AND CONDITIONS FOR SERVICES AGREEMENT

1. **"Personnel."** When capitalized, the term "Personnel" refers to all employees, partners, owners, shareholders, members, officers, directors or independent contractors of the respective party.
2. **Responsibility for Services.** Valbridge Property Advisors | Alabama is solely responsible for the services provided under this Agreement and the work product of its appraisers. Valbridge Property Advisors | Alabama is an independently owned and operated franchisee member firm of Valbridge Property Advisors Franchising System, LLC, which is a subsidiary of Valbridge Property Advisors, Inc. (both collectively referred to below as "VPA").
VPA and its subsidiaries (including Valbridge Property Advisors Franchising System, LLC, Data Appraise Systems, LLC, and Valbridge Property Advisors Data Solutions, LLC) do not perform valuation services, are not being engaged to provide any services under this Agreement and have no responsibility concerning or liability for the services of Valbridge Property Advisors | Alabama or any appraisal or other work product.
3. **Appraisal Fee Changes.** The appraisal fee is based on an understanding of the assignment as outlined in the specifications for the appraisal. Changes in the scope of work or unanticipated matters concerning the property may result in a higher fee and will be billed at Valbridge Property Advisors | Alabama's regular hourly rates. If Client places the assignment "on hold" and then reactivates the assignment, an additional charge may apply due to the inefficiency created. If Client cancels the assignment prior to completion, Client agrees to pay for Valbridge Property Advisors | Alabama's costs and time incurred at its regular hourly rates prior to its receipt of written notice of such cancellation.
4. **Services Performed on an Hourly Basis.** If this assignment includes a provision for services performed on an hourly billing basis, the hourly rates for such services are subject to periodic adjustment to current rates. Valbridge Property Advisors | Alabama will provide 30 days' notice to Client prior to any rate increases. If Client chooses not to consent to the increased rates, Client may terminate the Agreement by written notice effective when received by Valbridge Property Advisors | Alabama. If this assignment includes a provision for services performed on an hourly billing basis, Client acknowledges that Valbridge Property Advisors | Alabama has not committed to any total fee amount to be incurred by Client under this Agreement.
5. **Intended Users and Uses of Appraisal.** In accordance with applicable professional appraisal standards, each appraisal report will identify the client, any additional intended users, and the intended use(s) of the appraisal. Valbridge Property Advisors | Alabama shall have no responsibility, obligation or liability to any party who is not identified as the client or as an additional intended user in the appraisal report or for any uses of an appraisal that are not identified in the report. Any party who is not the client or an intended user is not entitled to use or rely on the appraisal without the express written consent of Valbridge Property Advisors | Alabama, notwithstanding that such a party may receive a copy of the report for compliance or informational purposes.
6. **Independence of Appraisal Services.** The services performed under this Agreement will be delivered in a manner that is independent, impartial and objective. Valbridge Property Advisors | Alabama's fees and Client's obligation to pay are not contingent on the value of the property, any other assignment results, the funding of any loan, or the outcome of any dispute or litigation. Any opinions expressed about the potential outcome of a matter or case are not guarantees of the outcome.
7. **Confidentiality.** Valbridge Property Advisors | Alabama and its Personnel will comply with all confidentiality duties imposed by applicable law and professional standards. Client agrees that Valbridge Property Advisors | Alabama may disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, to third parties as required by law or as necessary for compliance with professional standards.

Client further consents to and authorizes Valbridge Property Advisors | Alabama to disclose the appraisal report, assignment results and other information relating to an appraisal, including information which may be considered confidential under applicable professional standards, as reasonably necessary to defending or responding to threatened or actual legal or regulatory actions or for insurance coverage of such matters.

8. **Testimony in Court or Other Proceedings.** Unless otherwise stated in this Agreement, Client agrees that Valbridge Property Advisors | Alabama's engagement under this Agreement does not include Valbridge Property Advisors | Alabama's or its Personnel's participation in or preparation for any oral or written testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment. Client will not designate or disclose Valbridge Property Advisors | Alabama or any of its Personnel as an expert witness in any court, arbitration or other proceeding without the prior written consent of Valbridge Property Advisors | Alabama.
9. **Subpoenas and Testimony.** In the event that Valbridge Property Advisors | Alabama or any of its Personnel is compelled by subpoena or other legal or administrative process to provide testimony or produce documents relating to the appraisal or services under this Agreement, whether in court, deposition, arbitration or any other proceeding, Valbridge Property Advisors | Alabama shall provide notice thereof to Client and Client agrees that Valbridge Property Advisors | Alabama or any of its Personnel may disclose such information as required to comply with such process and to compensate Valbridge Property Advisors | Alabama for the reasonable time incurred in connection with preparation for and provision of such testimony and/or documents at Valbridge Property Advisors | Alabama's rates in effect at that time and reimburse its reasonable actual expenses.
10. **Withdrawal Prior to Completion.** Valbridge Property Advisors | Alabama may terminate its rendition of services for the assignment(s) contemplated under this Agreement and withdraw without penalty or liability before completion or reporting of the appraisal in the event that it determines, at its sole discretion, that incomplete information was provided to Valbridge Property Advisors | Alabama prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to Valbridge Property Advisors | Alabama's analysis or reporting, that conditions of the subject property render the original anticipated scope of work inappropriate, that Valbridge Property Advisors | Alabama becomes aware that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement.
11. **Third-Party Beneficiaries of Agreement.** The Personnel of Valbridge Property Advisors | Alabama, VPA, its subsidiaries and their Personnel, and each franchisee and licensee of VPA assisting or providing any services in connection with the services to be provided under this Agreement and each of such franchisee's and licensee's Personnel (each a "**Third-Party Beneficiary**") shall each be an express third-party beneficiary of this Agreement and entitled to all of the rights and protections of and applicable to Valbridge Property Advisors | Alabama, and the limitations applicable to the Client, set forth herein (including, without limitation, the provisions regarding Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, Unauthorized Use or Publication, No Responsibility for Certain Conditions and Arbitration). Without limiting the foregoing, although VPA and its subsidiaries will provide no services under this Agreement, in the event of any legal claim or dispute, the following protections and limitations shall apply for the benefit of each Third-Party Beneficiary: Responsibility for Services, Intended Users and Uses of Appraisal, Maximum Time Period for Legal Actions, Mutual Limitations of Liability, Indemnification, Subpoenas and Testimony, No Responsibility for Certain Conditions and Arbitration, and no waiver, modification or amendment of such provisions shall apply to any Third-Party Beneficiary, unless such waiver, modification or amendment is in writing and

executed by such Third-Party Beneficiary. There are no other third-party beneficiaries of this Agreement or the services performed under this Agreement.

12. **No Unauthorized Use or Publication.** No part of an appraisal report or the opinions or conclusions stated in a report may be published or used in any advertising materials, property listings, investment offerings or prospectuses, or securities filings or statements without Valbridge Property Advisors | Alabama's prior written authorization. If Client publishes or uses the report or Valbridge Property Advisors | Alabama's work product without such authorization or provides the report or other work product for unauthorized use or publication, Client agrees to indemnify and hold Valbridge Property Advisors | Alabama and its Personnel harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense of any claim arising from or in any way connected to the unauthorized use or publication.
13. **No Responsibility for Certain Conditions.** Notwithstanding that a report may comment on, analyze or assume certain conditions, unless otherwise stated in the report, Valbridge Property Advisors | Alabama and its Personnel shall have no responsibility for investigating and shall have no responsibility or liability for matters pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) flood zones, earthquake zones, surveys, property lines or boundaries pertaining to the property; (c) the property's compliance with local, state or federal zoning, planning, building, occupancy permits, disability access, life safety and environmental laws, regulations and standards; (d) building permits and planning approvals for improvements on the property; (e) structural or mechanical soundness or safety; (f) contamination, mold, pollution, asbestos, storage tanks, subsoil conditions, animal or vermin infestations and hazardous conditions affecting the property; and (f) other conditions and matters for which real estate appraisers are not customarily deemed to have professional expertise. Unless otherwise noted, the appraisal will value the property as though free of pollution, hazardous materials or other contamination of any kind. Valbridge Property Advisors | Alabama will conduct no hazardous materials or contamination inspection of any kind.
14. **Maximum Time Period for Claims and Proceedings.** Unless the time period is shorter under applicable law and except for claims for indemnification pursuant to Section 23, each claim, cause of action, or other proceeding concerning or relating to this Agreement, or the services or the results of the services provided hereunder (each being a "Claim") between Client and Valbridge Property Advisors | Alabama shall be filed (whether in court or in an applicable arbitration tribunal), within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall: (a) not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages, and (b) apply to all non-criminal claims or causes of action of any type, except for intentional fraud or intentionally wrongful conduct.
15. **Mutual Limitations of Liability.** Professional standards for the performance of real estate appraisals require that appraisers perform their services independently, impartially, and objectively. Clients and other users of appraisals often have separate legal or regulatory obligations imposed on them in relation to the appraisal process. The provisions of this section are designed to assure that an appraiser can render appraisal services in compliance with professional standards for reasonable compensation and to assure that clients and users can comply freely with their own professional and legal obligations, and any modifications hereof must be in writing and signed by the parties.
 - a. **Limitations of Liability.** To the fullest extent permitted by applicable law, the maximum liability of Valbridge Property Advisors | Alabama and its Personnel to Client or to any third-party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by Appraiser) and of Client to Valbridge Property Advisors | Alabama for any Claim shall be limited to the total

compensation actually paid to Valbridge Property Advisors | Alabama for the appraisal or other services that are the subject of the Claim.

This limitation of liability extends to all types of Claims, whether in contract or tort, but excludes: (i) claims/causes of action for intentionally fraudulent or criminal conduct, intentionally caused injury, or unauthorized use or publication of the appraisal or work product or (ii) claims/causes of action by Valbridge Property Advisors | Alabama for the collection of unpaid compensation for the appraisal or other services (for which the maximum recovery shall be the total amount unpaid and owing to Valbridge Property Advisors | Alabama, plus applicable interest and late charges), or (iii) claims, causes of action, or other proceedings by Valbridge Property Advisors | Alabama or its Personnel against Client in accordance with Section 23 (each an “Indemnification Claim”), or for publication of any report other than as may be expressly permitted by this Agreement (each a “Publication Claim”).

- b. **No Special or Consequential Damages.** Except in the case of an Indemnification Claim or a Publication Claim, neither Valbridge Property Advisors | Alabama/its Personnel nor Client shall be liable to one another or to any third party (regardless of whether such party’s claimed use or reliance on the appraisal was authorized by Appraiser) claiming by or through any of them or as a result of an appraisal or the matters set forth in this Agreement for special or consequential damages, including, without limitation, loss of profits, prospective business opportunities, or damages caused by loss of use of any property, regardless of whether arising from negligence or a breach of this Agreement or otherwise, and regardless of whether a party was advised or knew of the possibility of such damages.
- c. **Application to Other Parties.** The limitations of liability in this section shall also apply to Claims against a Third-Party Beneficiary.

- 16. **No Assignment of Claims.** No rights under this Agreement and no Claim may be assigned by any party, except: (i) if set forth in the scope of services or (ii) with regard to the collection of a bona fide existing debt for payment for the services.
- 17. **Internal Compliance Reviews.** The appraisal or other work product and files may be disclosed to and subject to evaluation by Valbridge Property Advisors, Inc. for internal compliance purposes. Such evaluations do not establish any responsibility to Client or any other parties. Client consents to disclosure of information relating to the appraisal for that purpose.
- 18. **Arbitration.** Except for the Claims described hereinbelow, each Claim shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be a mutually agreed location within the state in which the subject property is located. This arbitration requirement shall not apply to any Indemnification Claim, Publication Claim, or any Claim for monetary damages under \$5,000, or for collection of amounts due pursuant to this Agreement and not timely or fully paid.
- 19. **Indemnification.** Client will defend, indemnify and hold Valbridge Property Advisors | Alabama and its Personnel (each being an “**Indemnified Party**”) harmless from and against any liabilities, damages, obligations, costs, and expenses (including attorneys’ fees) arising out of or suffered by an Indemnified Party from or in connection with any claim, cause of action, or other proceeding brought by a third party (a “**Third-Party Action**”) where such Third-Party Action arises in connection with, results from, or is based in whole or in part upon: (a) publication of the appraisal report or all or any part of its content in a manner inconsistent with the terms of this Agreement, (b) use or reliance on the appraisal by a person, entity, or association not identified as an intended user, unless Valbridge Property Advisors | Alabama has consented in writing to adding such person as an intended user, (c) Client’s provision of inaccurate information or documentation,

(d) Client's provision of an incomplete copy of the appraisal report to any person, entity, or association, or (e) Client's use or provision of the appraisal for a purpose other than its identified intended use.

20. **Governing Law and Jurisdiction.** This Agreement and each Claim shall be governed by the law of the state in which Valbridge Property Advisors | Alabama's office performing the assignment is located, exclusive of that state's choice of law rules. Client and Valbridge Property Advisors | Alabama agree that, except for Indemnification Claims and Publication Claims, each Claim and each legal proceeding to enforce an arbitration award entered pursuant to the arbitration provision of this Agreement, shall be brought in a state or federal court having jurisdiction over the location of the Valbridge Property Advisors | Alabama's office performing the assignment, and the parties hereby waive any objections to the personal jurisdiction or venue of such court.
21. **Severability.** If any provision of this Agreement is held, in whole or part, to be void, unenforceable, or invalid for any reason, the remainder of that provision and the remainder of the entire Agreement shall be severable and remain in full force and effect.
22. **Execution of Agreement.** Execution of this Agreement and delivery of an executed copy by any party by electronic means will be as effective as delivery of a manually executed copy by such party. In the event that any or all off services described in this Agreement are performed at Client's request or direction, but prior to or without Client's execution of the Agreement, the terms and conditions of this Agreement, including Client's obligation to pay, shall still apply.
23. **Entire Agreement and Modifications.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties. This Agreement may only be modified by a subsequent agreement of the parties in writing signed by all the parties.
24. **Survival.** Sections 0, 6, 8 through 10, and 12 through 23 of these Terms and Conditions shall survive and continue to be applicable after completion of the services described herein.

RESOLUTION 2023-407-R

A RESOLUTION SPECIFYING CITY HOLIDAY OBSERVANCE DATES FOR CALENDAR YEAR 2024

WHEREAS, the City Council has recently amended Chapter 11: Attendance and Leave, of the Personnel Policies and Procedures; and

WHEREAS, pursuant to the Personnel Policies and Procedures, the Madison City Council specifies the dates holidays are to be observed by the end of each calendar year for the next year; and

WHEREAS, the City Council adopted Resolution 2022-248-R specifying holidays for Fiscal Year 2024, but the recent amendments to Chapter 11 call for amendment to the resolution to apply to calendar year 2024;

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this the 11th day of December, 2023, that the following holidays shall be observed by the City as follows:

<u>HOLIDAY</u>	<u>OBSERVANCE DATE</u>
▪ New Year's Day	Monday, January 1, 2024
▪ Martin Luther King Day	Monday, January 15, 2024
▪ President's Day	Monday, February 19, 2024
▪ Memorial Day	Monday, May 27, 2024
▪ Juneteenth	Wednesday, June 19, 2024
▪ Independence Day	Thursday, July 4, 2024
▪ Labor Day	Monday, September 2, 2024
▪ Veteran's Day	Monday, November 11, 2024
▪ Thanksgiving Day	Thursday, November 28, 2024
▪ Day After Thanksgiving	Friday, November 29, 2024
▪ Christmas Day	Wednesday, December 25, 2024

- Two (2) Additional Floating Holidays

READ, PASSED, and ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama on this 11th day of December 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December, 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-408-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH PAS CONSULTING GROUP**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with PAS Consulting Group for the purpose of providing promotional process consulting services for the Madison Police Department, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the resulting agreement, the Mayor or his designee shall be hereby authorized for the entire term of the agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its adopted budget for the then-current fiscal year; and

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to PAS Consulting Group in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 11th day of December, 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of December, 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and PAS Consulting Group located at 1696 Foxhall Drive, Dunwoody, Georgia 30338, hereinafter referred to as “Consultant.”

WITNESS TO:

WHEREAS, the Madison Police Department is in need of professional services to assist with the preparation of an officer promotional process for the City; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

Preparation of a police officer promotional process plan, such plan to be prepared according to the Consultant’s proposal dated April 22, 2023 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.

- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- D. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- E. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- F. Throughout the term of this Agreement, Consultant shall provide City reasonable and

meaningful access via telephone and email to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

- G. Any and all information provided to Consultant by City, of the type normally available for the proposed Work, that has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the Scope of Work.

SECTION 2: BASE FEE/EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **twenty three thousand dollars (\$23,000)** for the first year of the term and not to exceed **twenty one thousand dollars (\$21,000)** per year for any subsequent years of the initial term and renewal terms. Compensation shall be payable as services are rendered and invoiced to City. Consultant is solely responsible for submission of detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses, unless both parties consent to an amendment to this Agreement.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant, and City shall be perpetually vested with full usage rights of the same.
- E. Additional services may be specifically authorized by City but must be negotiated as an Amendment to this Agreement. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect ("Effective Date").

This Agreement shall expire three (3) years after the Effective Date, unless terminated earlier pursuant to Section 5 of this Agreement. Upon both (a) mutual written agreement of the Chief of Police and Consultant's principal, and (b) City Council budget authorization for additional fiscal years for Consultant's services, this Agreement may be renewed for two (2) successive one-year terms.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Chief of Police
Madison City Hall
100 Huges Road
Madison, Alabama 35758*

With a copy to:

*City Attorney
Madison City Hall
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Niki Polk
Principal
PAS Consulting Group
1697 Foxhall Drive
Dunwoody, Georgia 30338*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in Attachment A, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

**PAS Consulting Group
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF GEORGIA §
 §
COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of PAS Consulting Group, LLC, 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 entity.

Given under my hand this the _____ day of _____, 2023.

Notary Public

Madison Police Department

Police Promotional Process Services



December 11, 2023

PREPARED BY
PAS CONSULTING GROUP®

E-Mail: Info@PASConsultingGroup.com
FEIN: 86-2191289
www.pasconsultinggroup.com



December 11, 2023

Madison Police Department
Attn: Captain Mike Allen
100 Hughes Road
Madison, AL 35758

RE: Police Promotional Process Services

Captain Allen:

PAS Consulting Group® (PASCg) is pleased to have the opportunity to submit this technical proposal to the Madison Police Department (MPD). Included within, we describe our plan to provide promotional processes for the ranks of Police Sergeant, Police Lieutenant, and Police Captain.

Based in Dunwoody, GA (the Atlanta metropolitan area), and with a nationwide presence, PASCg is a **certified Women-Owned Small Business (WOSB)** and **Disadvantaged Business Enterprise (DBE)** consisting of a team of consultants who are experts in the development and administration of selection and testing processes within public safety agencies. This proposal and the services we provide are based on three guiding principles: **quality for MPD, fairness for the candidates, and positive results for the community**. Our approach and methodology for incorporating these principles into successful promotional processes can be found on the following pages.

Should you have any questions, please contact me at NPolk@PASConsultingGroup.com or (404) 931-1472.

Sincerely,

A handwritten signature in blue ink, appearing to read "Niki Polk".

Niki Polk, M.A., PMP, SPHR, SHRM-SCP
Principal
PAS Consulting Group
1697 Foxhall Drive
Dunwoody, GA 30338
(770) 250-5651
Info@PASConsultingGroup.com



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Executive Summary

The purpose of this proposal is to provide services resulting in eligibility lists for the ranks of Sergeant, Lieutenant, and Captain within the City of Madison Police Department (MPD). The scope of work is intended to include the steps mentioned below; changes may be made based on input from MPD to ensure the process meets best practices and MPD's desired outcomes.

- **Stakeholder and Project Planning Meeting**
 - Meet with MPD stakeholders to discuss MPD's mission, vision, and goals for the process
 - Establish a mutually agreeable timeline for meetings and key deliverables
- **Job Analysis and Examination Plan**
 - Conduct a job analysis to gain validity evidence for the promotional processes
 - Develop an examination plan for each rank based on relevant and important job tasks and critical knowledge, skills, and abilities needed upon promotion
- **Candidate Preparation Presentation**
 - Prior to the administration of a promotional process, provide at least one candidate preparation presentation
- **Written Examination Design, Development, and Administration (if applicable for the rank of Sergeant)**
 - Identify a list of reference materials (e.g., policies, supervisory books, etc.)
 - Develop and provide a draft written examination for subject matter expert review
 - Finalize and score the written examination
- **Assessment Center Design, Development, and Administration**
 - Discuss relevant topics that can be incorporated into one or more exercises
 - Develop exercises and associated rating criteria for subject matter expert review
 - Train assessors to score candidates during the assessment center
 - Finalize and administer the assessment center to candidates
- **Project Results**
 - Provide written examination results (for the rank of Sergeant) immediately upon completion of the administration of the written examination
 - Provide assessment center results immediately upon completion of the scoring process, along with combined scores incorporating all elements included in promotional decisions
 - Conduct a debrief with assessors and MPD stakeholders regarding the applicable process and overall candidate trends in performance
 - Gather candidate impressions about the applicable promotional process
 - Provide candidate feedback reports for each participating candidate
 - Provide technical and litigation assistance, if needed

Investment

The following tables exhibit the breakdown of costs based on assumed candidate counts and the work described within this proposal. Costs assume that the processes will be developed concurrently and administered consecutively. If there is a challenge, question, or concern about a promotional process, PASCg will be available to provide technical and professional assistance to the City and MPD throughout the life of the agreement. We will also provide four hours of consulting time, without charge, in defense of a process if it is legally challenged and/or litigated within six months of administration. The first year of the contract will be for \$23,000.00, and each subsequent year will exclude the tasks marked with an asterisk (*), along with a \$500 discount, totaling \$21,000.00/year.

Police Sergeant	
Description of Services	Cost
Stakeholder and Project Planning Meeting*	\$250.00
Job Analysis and Examination Plan Development*	\$250.00
Written Examination Design, Development, Administration, and Results (if applicable)	\$3,500.00
Assessment Center Design, Development, Administration, and Results	\$7,000.00
Candidate Feedback Reports	No Charge
TOTAL INVESTMENT	\$11,000.00

* Indicates those processes that are only applicable the first year of a contract.

Police Lieutenant	
Description of Services	Cost
Stakeholder and Project Planning Meeting*	\$250.00
Job Analysis and Examination Plan Development*	\$250.00
Assessment Center Design, Development, Administration, and Results	\$6,000.00
Candidate Feedback Reports	No Charge
TOTAL INVESTMENT	\$6,000.00

* Indicates those processes that are only applicable the first year of a contract.

Police Captain	
Description of Services	Cost
Stakeholder and Project Planning Meeting*	\$250.00
Job Analysis and Examination Plan Development*	\$250.00
Assessment Center Design, Development, Administration, and Results	\$6,000.00
Candidate Feedback Reports	No Charge
TOTAL INVESTMENT	\$6,000.00

* Indicates those processes that are only applicable the first year of a contract.