



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:30 PM
Council Chambers
December 19, 2022

AGENDA NO. 2022-24-RG

To protect the public health during the COVID-19 pandemic, according to State and Federal guidelines, the City Council will observe social distancing procedures at the Council Meeting. Anyone who is sick or who is living with a quarantined family member should not attend the meeting. 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 would like to weigh in on a Council matter but do not want to attend due to concerns about the pandemic 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. Senior Pastor John Dees, CrossPointe Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2022-23-RG, dated December 12, 2022

7. PRESENTATIONS AND AWARDS

8. 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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

B. Authorization of payment to Hoar Construction in the amount of \$186,065.10 for Invoice 001 (Multi-Use Venue field repairs - Resolution No.'s 2021-379-R, 2022-239-R, 2022-164-R, and 2022-313-R) to be paid from Venue Maintenance Fund

- C. Authorization of payment to Carcel & G Construction, LLC in the amount of \$805,760.65 for Invoice No. 20 (CIP No. 18-022; Hughes Road construction, Bid No. 2019-010-ITB) to be paid from 2018-C Bond account
- D. Authorization of payment to Rogers Group, Inc. in the amount of \$160,270.17 for Invoice No. 46405 (CIP No. 18-023, Sullivan Street widening construction performed November 1, 2022 through November 30, 2022. Bid No. 2019-011-ITB) to be paid from 2018-C Bond account
- E. Authorization of payment to Wiregrass Construction Company in the amount of \$302,149.47 for Invoice No. 11 (CIP No. 20-028, Middle School Roadway extension construction performed October 1, 2022 through October 31, 2022. Bid No. 2021-008-ITB) to be paid from 2020-A Bond account
- F. **Resolution No. 2022-342-R:** Providing for the disposition of personal property (Lexmark CS310DN Color/Laser Printer) of negligible value pursuant to section 16-108 of code of ordinances of the City of Madison.

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Resolution No. 2022-339-R:** Authorizing the purchase of audio-visual equipment from Sutherland Sight and Sound for Court/Council Chamber equipment upgrades (\$44,610 quote)

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

- A. **Resolution No. 2022-340-R:** Authorization for payment for Town Madison banners and stencils for walkways (\$706.85 to be paid from Council Special Projects Budget)

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

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.

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2022-335-R:** authorizing an amendment to the agreement with OHM Advisors in the amount of \$5,500, extending survey along Segers Road to lengthen travel lane tapers to recommended lengths for Project No. 22-039 (Maecille Drive and Segers Road intersection improvements) to be paid from Engineering Department budget

- B. **Resolution No. 2022-336-R:** Authorization of Professional Services Agreement with CDG, Inc. for traffic signal design at the intersection of County Line Road and future Royal Drive extension (\$58,250.00 to be paid from Engineering Departmental Budget)

LEGAL

- A. **Resolution No. 2022-305-R:** Authorization for purchase of Hexagon Property (\$4,000,000 purchase to be paid from ARPA Funds)
- B. **Proposed Ordinance No. 2022-320:** Amendment to City Code increasing general penalties for misdemeanors in Municipal Court (First Reading December 12, 2022)
- C. **Proposed Ordinance No. 2022-326:** Amendment of the City Code to allow virtual participation by City Council and Mayor (First Reading December 12, 2022)
- D. **Proposed Ordinance No. 2022-327:** Authorization for the operation of medical cannabis dispensaries within the corporate limits of the City of Madison, Alabama, pursuant to Alabama Code Section 20-2A-51(c) (First Reading December 12, 2022)
- E. **Proposed Ordinance No. 2022-334:** Authorization to issue warrants/bonds for construction of I-565 westbound ramps and pay-off Town Madison bonds (First Reading December 12, 2022)
- F. **Resolution No. 2022-329-R:** Authorization of contract with AECOM for construction management services for Interstate 565 Exchange, Phase II westbound ramps (\$2,44,468 to be paid from proceeds of bond issue)
- G. Report on Opioid Litigation Settlements

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. 2022-23-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
December 12, 2022**

To protect the public health during the COVID-19 pandemic, and according to State and Federal Guidelines, the Madison City Council observed social distancing procedures at the Council meeting. Anyone who was sick or was living with a quarantined family member was recommended against attending the meeting. The meeting was broadcast live on Wow! Channel 42 and online streaming at www.madisonal.gov/viewmeetings. Anyone who did not want to attend the meeting in person due to the COVID pandemic, but wanted to participate in Public Comments or Hearings were encouraged to contact the City Clerk or Mayor's Office via telephone or email to submit comments or questions, or text the word "Comment" to 938-200-8560

The Madison City Council met in regular session on Monday, November 28, 2022, 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, Huey Hudson of Restoration 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	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, City Attorney Brian Kilgore, Information Technology Coordinator Toby Jenkins, Information Technology Coordinator Toby Jenkins, Police Lieutenant Jonathan Stout, Fire Chief David Bailey, Deputy Fire Chief Brandy Williams, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Recreation Director Kory Alfred, and Finance Director Roger Bellomy

Public Attendance registered: Margi Daly, Aaron Clingerman, Opie Balch, Thomas Arnold, Jean Ann Benefield, Cindy Sensenberger, Kerjhe Hite, Alice Lessmann, Steve Lessman, Leah Lessman, Terri Johnson, and Steve Perry

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2022-22-RG DATED NOVEMBER 28, 2022

Council Member Powell moved to approve Minutes No. 2022-22-RG. Council Member Spears 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	Aye
Council Member John Seifert	Aye

Motion carried.

MINUTES NO. 2022-06-WS DATED NOVEMBER 30, 2022

Council Member Powell moved to approve Minutes No. 2022-06-WS. Council Member Spears 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	Abstain
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MINUTES NO. 2022-02-SP DATED NOVEMBER 30, 2022

Council Member Powell moved to approve Minutes No. 2022-02-SP. Council Member Seifert 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	Abstain
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

MINUTES NO. 2022-03-SP DATED DECEMBER 5, 2022

Council Member Powell moved to approve Minutes No. 2022-03-SP. Council Member Spears 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	Abstain
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF FIRE DEPARTMENT BADGE PINNING FOR 2021/2022 PROMOTIONS

Fire Chief Bailey appeared before Council and Mayor Finley to recognize several members of Madison Fire and Rescue on their successful promotions. To achieve promotion each person must serve in their current rank for 2 years and complete a task book to be eligible to sit in the assessment center for the next rank. At the assessment center, they will compete with their peers and demonstrate competency. The following 18 members of Madison Fire and Rescue were pinned their new badge by their family member, colleague, or friend which represents the rank that they earned.

Deputy Chief Dustin Spires	Driver Ken Howard
Captain Brandon Burgess	Driver Stephen Long
Captain Dan Pickens	Driver Gage Tolton
Captain Chris Ramsey	Driver Ryan Ledford
Captain Brandon Magill	Driver Travis Tanner
Driver Bryant Smith	Driver Steven Chop
Driver Michael Achord	Driver Cody White
Driver Mitchell Sowers	Driver Nathan Hankins
Driver Jonah Cowan	Driver Jacob Stewart

Fire Chief Bailey thanked all members for their dedication to service and their families that support them in all their effort. A round of applause was given.

Council President Bartlett thanked all the of the recipients for their promotions.

PRESENTATION OF THE 2022 ALABAMA SMALL BUSINESS OF THE YEAR AWARD BY MICHELLE EPLING, EXECUTIVE DIRECTOR OF THE MADISON CHAMBER OF COMMERCE

Michelle Epling, Executive Director of the Madison Chamber of Commerce recognized the following winners of the 2022 Alabama Small Business of the Year Awards.

Bronze Award winner for "Emerging Small Business of the Year Award" Pamela Bass, CEO of Virtuoso Realty Group. Ms. Bass was the Madison Chamber of Commerce Ambassador for 2021.

Silver Award winner for the "1-10 employees Alabama State Small Business of the Year Award" was Sharie Burnum, CEO of Investors Resource. Ms. Burnum was a prior Chairman for the Madison Chamber of Commerce.

Silver Award winner for the "51-100 employees Alabama State Small Business of the Year Award" was Alice Lessman, CEO of SignalLink, Inc. SignalLink, Inc is a veteran-owned business.

Council Member Wroblewski thanked Ms. Epling for all she does.

Council President Bartlett thanked Ms Epling and congratulated all winners at the State level.

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. ROBERT PETERS (DISTRICT 6)

Mr. Peters formerly from Colorado appeared before Council and Mayor Finley to express his opposition to medical marijuana dispensaries in the City of Madison. He provided his experience with dispensaries when he lived in Colorado and the affect it had where he lived.

MS. JACQUELYN PETERS (DISTRICT 6)

Ms. Peters formerly from Colorado appeared before Council and Mayor Finley to express her opposition to medical marijuana dispensaries in the City of Madison. Ms. Peters provided headlines from the Director of the Colorado Medical Association and other resources on medical and recreation marijuana use. She also was concerned about what it is going to do to the young adults and children.

MS. MARGI DALY (DISTRICT 6)

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

- Road safety (striping, lighting, and other improvements)
- Tornado shelter
- New community center concerns
- Need for a new animal shelter
- Council-Manager Form of Government
- I-565 flyovers and funding

- Public hearing notices
- Council meeting Zoom meeting concerns

MS. TAMMY HALL (DISTRICT 3-MAINSTREET CAFE)

Ms. Hall appeared before Council and Mayor Finley to voice her concerns regarding the removal of the Christmas Parade from going through downtown Madison. She said that herself along with other businesses were told that it was due to the train, but she and others feel that is not a good reason. They would like to generate revenue as they spend time and money decorating their businesses for patrons who visit during the parade.

MS. JENNIFER COE (DISTRICT 5)

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

- Council transparency
- Archived agenda packets
- Public hearing
- Flyover funding agreement
- Interest on bond payments

MS. TERRY JOHNSON (DISTRICT 6)

Ms. Johnson appeared before Council and Mayor Finley and provided clarification on the Council-Manager Form of Government.

MS. HEATHER MORGAN (DISTRICT 5)

Ms. Morgan appeared before Council and Mayor Finley to thank them for making the decision for the community center as it will provide a place for people in the community who are often overlooked. She has a son who is disabled and is looking forward to the community center for her son.

City Attorney Brian Kilgore addressed the Council, Mayor Finley, and the public regarding the statutes for Council-Manager Form of Government.

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council member Shaw moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating account	\$1,537,147.82
Special General Operating Accounts	\$1,413.97
ADEM Storm Drainage	\$7,815.69
Gasoline Tax & Petroleum Inspection fees	\$46,073.46
Street Repair and Maintenance	\$215.97

CIP Bond Accounts	\$7,880.01
Library Building Fund	\$13,904.61

Regular and periodic bills to be paid

Approval of final payment to Rogers Group, Inc. in the amount of \$22,265.30 for retainage on CIP Project No. 18-036, Short Street Widening (Invoice No. 46399, Bid No. 2019-018-ITB)(To be paid from 2015-A Bond)

Approval of payment to Barge Design Solutions, Inc. in the amount of \$6,832.50 for professional services completed from 10/29/22 to 11/25/22 on CIP Project No. 19-047, Wall Triana and I-565 Intersection Improvements, ATRP2-45-2020-327 (Invoice No. 206201, PO No. 2022-1151) (To be paid from 2015-A Bond Account)

Resolution No. 2022-337-R: Authorizing even swap of BRINC Lemur (Serial# 0031/City of Madison Serial# 07458) for Autel Robotics EVO II Drone and accessories from Adorama, Inc., for the Madison Police Department at no balance due to be paid by the City of Madison.

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	Aye
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 all involved with the Artemis Mission that brought home the Orion spacecraft. Toyota Field hosted the "Splashdown Party" for the return of the spacecraft.
- Reminded the public of the Planning Commission that is happening Thursday, December 15th at 5:30pm. Discussion topics for the meeting will include: MapCo gas station, the Hexagon property, recreation projects, Town Madison, and future businesses coming into town.
- Christmas Parade-cancelled due to weather and public safety. Will revisit route for next year.
- Working with departments for project to provide a Capital Improvement Plan
- IT upgrades for Council Chambers brought to Council

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

PROPOSED ORDINANCE NO. 2022-323: AMENDMENT TO CITY CODE SECTION 32-131 TO PROHIBIT PARKING ON A MEDIAN ON THE WESTSIDE OF WALDEN GLEN ROAD NEAR BROWNS FERRY ROAD (FIRST READING NOVEMBER 28, 2022)

Council Member Wroblewski moved to approve Ordinance No. 2022-323. Council Member Spears seconded. Council Member Wroblewski thanked City Attorney Brian Kilgore and the Walden Community for their quick action on this safety issue. 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	Aye
Council Member John Seifert	Aye

Motion carried

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

- For the 2nd year in a row the Madison Police Department and the Madison Fire Department will receive a stuffed stocking for their appreciation. Inside the stocking will be gift cards, snacks, candy bars, and letters of encouragement. Anyone wishing to participate in honoring a first responder may contact Council member Wroblewski to sign up.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Encourage everyone to patronize our Madison businesses who have unique gifts versus the big box stores. Also patronize Madison restaurants and visit the downtown Madison area where there are beautiful Christmas trees lit up. Great location for families to come and take pictures.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Christmas Parade route
- Appreciated the business members showing up to express their concerns about the parade route and the impact it has on businesses in downtown Madison.

COUNCIL DISTRICT NO. 4 GREG SHAW

- Finance Committee meeting has been moved to Monday, December 19th at 4pm.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Reminded everyone that the next Council meeting has been scheduled for December 19th instead of December 26th. It will be held at 6:30pm.
- Work session has been scheduled for January 11th, notice and agenda will be posted soon

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Shared email from resident, Kathy Patrick and how she wants to encourage Council to reduce stress by providing well-functioning public services.
- Shared her decision on why she voted yes for the community center as it will bring a healthy safe environment for residents.
- Appreciated emails received from residents regarding medical marijuana and invited residents to continue sending those.
- Reminded everyone that there are walk in crisis centers available to help those who need it during the holidays.
- Capital improvements projects that need priority (roads, fire and police stations, training facilities, etc.)
- Christmas Capers being held Saturday, December 17th at 4pm held on Main Street in front of Hughes Drugstore. Thanked business for their generous contributions that will provide prizes to those who catch a chicken.
- Wished everyone a safe and happy holiday

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Reminded everyone of the Planning Committee meeting being held on Thursday, December 15th.

BOARD/COMMITTEE APPOINTMENTS

REAPPOINTMENT OF CHARLES NOLA TO PLACE 4 ON THE MADISON STATIONS HISTORIC PRESERVATION COMMISSION FOR TERM OCTOBER 28, 2022-OCTOBER 27, 2025

Council Member Powell nominated Charles Nola for reappointment to Place 4. There being no further nominations, Mr. Nola was appointed by acclamation.

REAPPOINTMENT OF GERALD CLARK TO PLACE 7 ON THE MADISON STATIONS HISTORIC PRESERVATION COMMISSION FOR TERM OCTOBER 28, 2022-OCTOBER 27, 2025

Council Member Powell nominated Gerald Clark for reappointment to Place 7. There being no further nominations, Mr. Clark was appointed by acclamation.

REAPPOINTMENT OF BRENDA BUSCHMANN TO PLACE 4 ON THE ZONING BOARD OF ADJUSTMENT AND APPEALS FOR TERM JANUARY 1, 2023-DECEMBER 31, 2025

Council Member Powell nominated Brenda Buschmann for reappointment to Place 4. There being no further nominations, Ms. Buschmann was appointed by acclamation.

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.

None

DEPARTMENTAL REPORTS

LEGAL

PROPOSED ORDINANCE NO. 2022-320: AMENDMENT TO CITY CODE INCREASING GENERAL PENALTIES FOR MISDEMEANORS IN MUNICIPAL COURT (FIRST READING DECEMBER 12, 2022)

This was a first reading

PROPOSED ORDINANCE NO. 2022- 326: AMENDMENT OF THE CITY CODE TO ALLOW VIRTUAL PARTICIPATION BY CITY COUNCIL AND MAYOR (FIRST READING DECEMBER 12, 2022)

This was a first reading

PROPOSED ORDINANCE NO. 2022-327: AUTHORIZATION FOR THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MADISON, ALABAMA, PURSUANT TO ALABAMA CODE SECTION 20-2A51(C) (FIRST READING DECEMBER 12, 2022)

City Attorney Brian Kilgore advised Council he received answers to questions regarding location and deadlines from Madison County. Council Member Spears asked if check with Limestone County as well. City Attorney Brian Kilgore responded no. Council Member Wroblewski asked about deadlines for business license and if any dispensaries have acquired property in the City of Madison.

Council Wroblewski asked about the procedure for the ordinance. Council President Bartlett responded with the procedure on the ordinance.

Mayor Finley asked Director of Development Services Mary Beth Broeren to talk about locations. Director of Development Services Mary Beth Broeren advised that she is unaware of any dispensaries having acquired property, but they may not have told her that. She mentioned that they have been contacted by a cultivator and that there is no state law regarding Council adopting an ordinance for cultivation facility that processes it, as it is classified as manufacturing.

Council President Bartlett thanked everyone who has been emailing and showed up at the Council meeting to express their opinion.

This was a first reading

RESOLUTION NO. 2022-328-R: AUTHORIZATION FOR ARCHIVING AND PUBLISHING OF AUDIO/VISUAL FROM NOVEMBER 30, 2022 WORK SESSION MEETING

Council Member Denzine moved to approve Resolution No. 2022-328-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	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2022-333-R: AUTHORIZATION OF A CHANGE ORDER FROM MCINNIS CONSTRUCTION LLC/MILLER & MILLER INC. JOINT VENTURE NO. 2 FOR I-565 PHASE TWO CONSTRUCTION OF WESTBOUND RAMPS (\$260,000 TO BE PAID FROM BOND PROCEEDS)

Council Member Spears moved to approve Resolution No. 2022-333-R. Council Member Shaw seconded. Council Member Shaw thanked Miller & Miller for their appreciation on the timeframe. Council Member Denzine asked if this had to do with the cost of the product. City Attorney responded yes, due to the delay of the bid and the volatility in the cost of steel. Council Member Denzine confirmed that due to our delay this was the cost. Council Member Shaw confirm. Council Member Powell explained that the same thing happened with the Three Sprjngs project. 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	Aye
Council Member John Seifert	Aye

Motion carried.

PROPOSED ORDINANCE NO. 2022-334: AUTHORIZATION TO ISSUE WARRANTS/BONDS FOR CONSTRUCTION OF I-565 WESTBOUND RAMPS AND PAY-OFF TOWN MADISON BONDS (FIRST READING DECEMBER 12, 2022)

This was a first reading

RECREATION

RESOLUTION NO. 2022-332-R: AUTHORIZING PURCHASE OF SHADE STRUCTURES FOR THE KIDS KINGDOM PLAYGROUND RENOVATION PROJECT IN DUBLIN PARK IN THE AMOUNT OF \$70,901.51 (TO BE PAID FROM PARKS & RECREATION DEPARTMENT NEIGHBORHOOD PARKS ACCOUNT)

Council Member Wroblewski moved to approve Resolution No. 2022-332-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	Aye
Council Member John Seifert	Aye

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Bartlett and Mayor Finley announced that the next Council meeting will be held on Monday, December 19th at 6:30pm to accommodate Council Member Spears who has a Madison Utilities meeting that same evening.

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	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:17 p.m.

Minutes No. 2022-23-RG, dated December 12th, 2022, read, approved and adopted this 19th day of December 2022.

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

Mari Bretz
Recording Secretary



INVOICE
001

TO: City of Madison, Alabama, a municipal corporation
100 Hughes Road
Madison, AL 35758

Attention: Mary Beth Broeren
Phone: 256 / 772-2885 (cell)
Email - MaryBeth.Broeren@madisonal.gov

Remit to: Hoar Construction, LLC
Two Metroplex Drive
Suite 400
Birmingham, AL 35209

Attention: Michael Raymond
Phone: 205 / 908-6988
Email: mraymond@hoar.com

PROJECT: Toyota Field
Madison, AL
Hoar Project # 04320

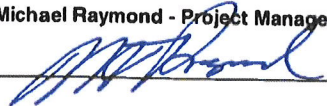
DATE: 12/8/22

Reimbursement for River Region Application for Payment #001

Current Payment Due \$ 186,065.10

Payment terms : Net 30 days

Hoar Construction, LLC

By: Michael Raymond - Project Manager




TO: Hoar Construction LLC ("Customer")
 FROM: River Regions Sports Fields, LLC ("General Contractor")
 PROJECT NO.:
 PROJECT DESCRIPTION: Madison Ball Park- Rocket City Trash Pandas
 PAYMENT REQUEST NO.:
 CONTRACT NO.:
 PERIOD: 10/1/2022 TO 11/30/2022

STATEMENT OF SUBCONTRACT:

Original Contract Amount	275,000.00
Net change by Change Orders	0.00
Adjusted Subcontract Amount	275,000.00

1. Value of Work Completed to Date (Orig. Contract)	\$ 206,739.00
2. Value of Approved Change Orders Completed	\$ -
3. Total Work In Place	\$ 206,739.00
4. Materials Stored on Site	\$ -
5. Total To Date Incl. Stored Materials	\$ 206,739.00
6. Less Amount Retained (10%) Work In Place	\$ 20,673.90
6a. Less Amount Retained (10%) Stored Mat'l's	\$ -
7. Total Less Retainage	\$ 186,065.10
LESS JOINT CHECKS	\$ -
LESS MATERIAL & TAX PAID BY OWNER	\$ -
8. Total Previously Certified (Deduct)	\$ -
9. AMOUNT OF THIS REQUEST	\$ 186,065.10
10. Balance to Finish, Including Retai	\$ 88,934.90

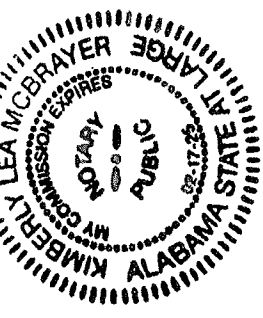
CERTIFICATE OF SUBCONTRACTOR AND PARTIAL WAIVER OF LIEN:

I, as authorized representative of Subcontractor, hereby certify that the work performed and the materials supplied by Subcontractor to date, as shown above, represent the actual value of the accomplishments under the terms of the Subcontract (and all authorized changes thereto) between Subcontractor and Contractor relating to the above-referenced project and, further, that Subcontractor has no basis in events occurring before the date of this Application for claims for additions to the Subcontract Amount except for such claims with respect to which Subcontractor has previously given Contractor written notice. Further Subcontractor, upon payment of the sum requested in this Application, hereby waives all of its lien rights, if any, with respect to work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Contractor.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from Contractor (1) to all of Subcontractor's subcontractors and (2) for all materials and labor used in, or in connection with, the performance of the Subcontract. I further certify that Subcontractor has complied with federal, state and local tax laws, including Income Tax Withholding, Social Security law, Unemployment Compensation laws, and Workmen's Compensation laws insofar as applicable to the performance of the Subcontract.

I hereby represent and warrant that there are no pending claims for additional compensation or extension of time, except as may be set forth in writing on this form, or an attachment thereto, or in any previous Applications for Payment. I further represent and warrant that Contractor has, to its knowledge, made no waivers of any provisions of the Subcontract, whether orally or in writing, except as may be specifically set forth in this Application for Payment or in a writing attached hereto and referenced herein, or in previous Applications for Payment. Subcontractor understands and agrees that Contractor will rely upon the truth of these representations and warrants in connection with its management of the Contract and the work hereunder, and that it is Subcontractor's intention that Contractor so rely.

Subscribed and sworn to before me this 30 day of November 2022
 Notary Public [Signature]
 My Commission Expires: 02/11/25



GENERAL CONTRACTOR: River Region Sports Fields
 BY: [Signature] Title: President Date: 11/30/22

Pay Application History:

	Deducts w/1	Changes
#1	\$0.00	
#2	\$0.00	
#3	\$0.00	
#4	\$0.00	
#5	\$0.00	
#6	\$0.00	
#7	\$0.00	
#8	\$0.00	
#9	\$0.00	
#10	\$0.00	
#11	\$0.00	
#12	\$0.00	
#13	\$0.00	
#14	\$0.00	
#15	\$0.00	
Total Paid	\$0.00	\$0.00

RECEIVED

DEC 12 2022

REQUEST FOR PAYMENT
CITY OF MADISON, AL

CITY OF MADISON
ENGINEERING DEPARTMENT

PROJECT NAME AND NUMBER: Hughes Road Widening Proj. #: 18-022

ESTIMATE NUMBER: 20 PERIOD FROM: 08/24/22 TO 11/30/22

CONTRACT DURATION 540 DAYS
START DATE: 10/07/19 END DATE: 3/30/21 TOTAL CONTRACT TIME (3) 540 DAYS

TIME C.O. # 1
TIME C.O. # 2
TIME C.O. # 3 CONTRACT DAYS REMAINING

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ 5,954,822.30 CURRENT \$ 6,283,730.65

C.O. # 1 & 2	\$	59,353.20
C.O. # 3 & 4	\$	77,209.82
C.O. #5	\$	3,500.00
C.O. #6	\$	2,800.00
C.O. #7	\$	35,363.83
C.O. #8	\$	57,750.00
Eastside Culvert		92,931.50

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2) \$ 4,337,877.44

MATERIAL STORED (INVOICE ATTACHED) \$ 124,516.51

RETAINAGE (5%) OF 50% OF CONTRACT \$ 157,093.27 ✓

AMOUNT EARNED AFTER RETAINAGE \$ 4,305,300.69 ✓

LIQUIDATED DAMAGES PER DAY 1550

LIQUIDATED DAMAGES ASSESSED TO DATE:

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ 3,499,540.04 ✓

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ 805,760.65

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE 777 DAYS = 144%
TOTAL CONTRACT TIME (3) 540 DAYS

B. PROJECT COMPLETION: TOTAL EARNED TO DATE (2) 4,337,877.44 = 69%
TOTAL CONTRACT AMOUNT 6,283,730.65

C. PROGRESS OF WORK: B - A = .75%

CONTRACTORS CERTIFICATE

I, Carmen S. Hastings the duly qualified, acting and authorized agent for the contractor Carcel & G Construction, LLC on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all labor, materials and equipment listed herein have been paid for in full as allowed on all prior estimates and if requested to do so, we will show evidence of payment for the same in writing before the final payment of this estimate. We further certify (if this is the final estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and conditions of the original contract document shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE 8 DAY OF Dec-22

BY: Carmen S. Hastings
TITLE: Managing Member
SIGNED: [Signature]

CONTRACTOR Carcel & G Construction, LLC
WITNESS Amber Cordes
SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

APPROVED FOR PAYMENT

BY: _____
CONSTRUCTION INSPECTOR

BY: _____
CITY ENGINEER
OR _____ ADMINISTRATIVE OFFICER

BY: E. Michelle Durson
PROJECT ENGINEER
12/13/2022

IF FINAL ESTIMATE, DATE WORK WAS COMPLETED _____

CONTRACTOR NAME: Carcel & G Construction, LLC
 CONTRACTOR ADDRESS: 31 Co Rd 240, Hanceville, AL 36077
 PROJECT NAME: Hughes Road Widening
 PROJECT NUMBER: 18-022
 ESTIMATE # 20


ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	BID UNIT PRICE	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
1	CLEARING AND GRUBBING (APPROXIMATELY 13 ACRES)	1.00	LUMP SUM	80,000.00		80,000.00	1.00	-	-	1.00	80,000.00
2	REMOVING CONCRETE SIDEWALKS	277.00	SQ YD	11.00		3,047.00	10.30	-	-	10.30	113.30
3	REMOVING ASPHALT SIDEWALKS	3,408.00	SQ YD	9.00		30,672.00	3,087.60	-	-	3,087.60	27,788.40
4	REMOVING CONCRETE FLUMES	245.00	SQ YD	13.00		3,185.00	251.50	-	-	251.50	3,269.50
5	REMOVING PIPE	1,240.00	LIN FT	12.50		15,500.00	93.00	-	-	93.00	1,162.50
6	REMOVING CURB AND GUTTER	4,188.00	LIN FT	11.75	12.75	49,209.00	1,868.50	-	-	1,868.50	22,434.88
7	REMOVING FENCE	30.00	LIN FT	12.00		360.00	408.00	-	-	408.00	4,898.00
8	REMOVING HEADWALLS, INLETS, JUNCTION BOXES, ETC	48.00	EACH	400.00		18,400.00	12.00	-	-	12.00	4,800.00
9	MAILBOX (REMOVE AND RELOCATE)	5.00	EACH	400.00		2,000.00	1.00	-	-	1.00	400.00
10	UNCLASSIFIED EXCAVATION	1,412.00	CU YD	27.00	30.50	38,124.00	5,490.00	-	-	5,490.00	155,580.00
11	BORROW EXCAVATION	16,875.00	CU YD	20.00	24.00	337,500.00	3,180.00	-	-	3,180.00	63,720.00
12	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED,	7,602.00	SQ YD	10.50		79,821.00	1,082.00	-	-	1,082.00	11,361.00
13	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED,	19,501.00	SQ YD	20.00	26.00	390,020.00	20,257.08	-	-	20,257.08	458,877.60
14	BITUMINOUS TREATMENT A	14,472.00	SQ YD	1.30		18,813.60	-	-	-	-	-
15	TACK COAT	1,627.00	GALLON	4.20		6,833.40	2,325.00	2,511.00	10,546.20	4,836.00	20,311.20
16	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.0" THRU	34,662.00	SQ YD	3.30		114,384.60	43,339.00	18,033.68	69,510.75	61,372.68	202,529.45
subtotal						1,187,859.60	81,405.98	20,544.56	70,056.95	101,950.54	1,057,243.82
17	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	2,835	TON	117.00		331,695.00	1,436.98	2,884.80	337,498.20	4,321.68	505,622.52
18	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	1,950	TON	132.00		138,600.00	469.10	-	-	469.10	61,921.20
19	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER,	2,829	TON	105.00		297,045.00	4,425.68	517.10	54,295.50	4,942.78	518,991.80
20	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER,	200	TON	200.00		40,000.00	-	-	-	-	-
21	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER,	600	TON	150.00		90,000.00	391.33	26.14	3,921.00	417.47	62,620.50
22	SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1"	276	TON	120.00		33,120.00	-	25.06	3,007.20	25.06	3,007.20
23	STEEL REINFORCEMENT, PER ALDOT SPECIFICATION #502	43,370	LBS	1.30		56,381.00	21,685.00	-	-	21,685.00	28,180.50
24	CULVERT CONCRETE (CAST-IN-PLACE), PER ALDOT	200	CU YD	800.00		160,000.00	105.50	-	-	105.50	84,400.00
25	RETAINING WALL (REDI-ROCK COBBLESTONE), COMPLETE IN	6,989	SQ FT	63.00		440,315.82	6,989.14	-	-	6,989.14	440,315.82
26	ALLOY STEEL HANDRAIL, INSTALLED ON RETAINING WALL,	1,260	LIN FT	149.00		187,740.00	1,772.00	-	-	1,772.00	264,028.00
27	18" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	4,652	LIN FT	84.00	77.75	297,728.00	41.00	-	-	41.00	2,624.00
28	24" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	1,177	LIN FT	79.00	99.27	92,983.00	8.00	-	-	8.00	632.00
29	30" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	352	LIN FT	103.00	152.18	36,256.00	-	-	-	-	-
30	36" ROADWAY PIPE (CLASS 3 R.C.), COMPLETE IN PLACE, TO	429	LIN FT	112.00	150.13	48,048.00	32.00	-	-	32.00	4,804.16
subtotal						2,249,911.82	37,355.71	3,452.90	398,721.90	40,808.61	1,977,157.80
31	22" SPAN, 14" RISE, ROADWAY PIPE (CLASS 3 R.C.),	80	LIN FT	100.00	121.19	8,000.00	204.50	-	-	204.50	20,450.00
32	29" SPAN, 18" RISE, ROADWAY PIPE (CLASS 3 R.C.),	293	LIN FT	118.00	148.01	34,574.00	12.00	-	-	12.00	1,416.00
33	36" SPAN, 23" RISE, ROADWAY PIPE (CLASS 3 R.C.),	171	LIN FT	140.00		23,940.00	1.50	-	-	1.50	210.00
34	44" SPAN, 27" RISE, ROADWAY PIPE (CLASS 3 R.C.),	86	LIN FT	168.00		14,448.00	-	-	-	-	-
35	51" SPAN, 31" RISE, ROADWAY PIPE (CLASS 3 R.C.),	523	LIN FT	215.00		112,445.00	-	-	-	-	-
36	MOBILIZATION	1	LUMP SUM	400,000.00	475,000.00	400,000.00	0.50	0.50	237,500.00	1.00	437,500.00
37	LOOSE RIP RAP, CLASS 2	106	TON	45.00		4,770.00	-	-	-	-	-
38	FILTER BLANKET	90	SQ YD	3.00		270.00	442.88	-	-	442.88	1,328.64
39	SLOPE PAVING	10	CU YD	575.00	820.00	5,750.00	15.50	-	-	15.50	9,647.50
40	CONCRETE SIDEWALK, 4" THICK	50	SQ YD	92.00	110.00	4,600.00	84.27	-	-	84.27	8,441.70
41	CONCRETE DRIVEWAY, 8" THICK (INCLUDES WIRE MESH)	168	SQ YD	160.00	270.00	26,880.00	-	-	-	-	-
42	CONCRETE CURB RAMP WITH TRUNCATED DOMES, 6" THICK	34	EACH	1,600.00	2,150.00	54,400.00	2.00	-	-	2.00	4,300.00
43	18" ROADWAY PIPE END TREATMENT, CLASS 1, PER ALDOT	1	EACH	1,000.00	2,200.00	1,000.00	-	-	-	-	-
44	24" ROADWAY PIPE END TREATMENT, CLASS 1	2	EACH	1,150.00	2,350.00	2,300.00	1.00	-	-	1.00	2,350.00
45	30" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	1,300.00	2,500.00	1,300.00	-	-	-	-	-
46	36" ROADWAY PIPE END TREATMENT, CLASS 2	2	EACH	2,700.00	3,900.00	5,400.00	-	-	-	-	-
47	3' BOX CULVERT WINGWALLS	1	EACH	6,000.00		6,000.00	1.00	-	-	1.00	6,000.00
48	MINOR STRUCTURE CONCRETE	25	CU YD	340.00	980.00	8,500.00	13.75	-	-	13.75	7,715.00
49	JUNCTION BOX, SMALL (16" TO 30" PIPES) COMPLETE IN	11	EACH	2,800.00	4,800.00	30,800.00	7.00	-	-	7.00	23,600.00
50	JUNCTION BOX, LARGE (36" & LARGER PIPES) COMPLETE IN	10	EACH	5,200.00	8,200.00	52,000.00	-	-	-	-	-
subtotal						797,377.00	785.90	0.50	237,500.00	786.40	522,958.84
51	JUNCTION BOX, LARGE W/ OPEN THROAT INLET (36" &	4	EACH	5,900.00	6,900.00	23,600.00	-	-	-	-	-
52	SINGLE CURB INLET, COMPLETE IN PLACE, TO INCLUDE	10	EACH	4,000.00	4,600.00	40,000.00	-	-	-	-	-
53	DOUBLE CURB INLET, COMPLETE IN PLACE, TO INCLUDE	3	EACH	5,400.00	5,750.00	16,200.00	1.00	-	-	1.00	6,750.00
54	OPEN GRATE INLET, COMPLETE IN PLACE, TO INCLUDE	7	EACH	3,300.00	4,300.00	23,100.00	3.00	-	-	3.00	11,900.00
55	OPEN THROAT INLET, COMPLETE IN PLACE, TO INCLUDE	9	EACH	3,300.00	4,300.00	29,700.00	6.00	-	-	6.00	22,800.00
56	INLETS, TYPE "S" (MODIFIED) (1-WING), COMPLETE IN PLACE,	68	EACH	4,400.00	5,400.00	299,200.00	2.32	-	-	2.32	10,208.00
57	INLETS, TYPE "S" (MODIFIED) (2-WING), COMPLETE IN PLACE,	3	EACH	4,600.00	5,600.00	13,800.00	2.16	-	-	2.16	10,936.00

CONTRACTOR NAME: Carcel & G Construction, LLC
 CONTRACTOR ADDRESS: 31 Co Rd 240, Hanceville, AL 35077
 PROJECT NAME: Hughes Road Widening
 PROJECT NUMBER: 18-022
 ESTIMATE # 20

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	BID UNIT PRICE	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
58	CONVERT EXISTING INLET TO JUNCTION BOX	2	EACH	2,600.00	3,800.00	5,200.00	5.00	-	-	5.00	16,400.00
59	CONVERT EXISTING 'S' TYPE INLET TO CURB INLET	1	EACH	2,600.00	3,800.00	2,600.00	-	-	-	-	-
60	CONNECT TO BOX CULVERT EXTENSION	4	EACH	4,000.00	-	16,000.00	2.00	-	-	2.00	8,000.00
61	CONNECT TO EXISTING BOX CULVERT AND PROVIDE ACCESS	2	EACH	4,000.00	-	8,000.00	1.00	-	-	1.00	4,000.00
62	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	11.100	LIN FT	12.80	35.00	139,860.00	4,122.00	-	-	4,122.00	55,252.40
63	ADJUST TOP OF EXISTING JUNCTION BOX	2	EACH	2,500.00	2,950.00	5,000.00	1.00	-	-	1.00	2,500.00
64	SANITARY SEWER MANHOLE FRAME AND COVER RESET	21	EACH	400.00	1,150.00	8,400.00	-	-	-	-	-
65	EXCAVATE AND BACKFILL EXISTING SANITARY SEWER LINE	6.377	LIN FT	13.00	-	82,901.00	8.00	-	-	8.00	104.00
66	TOPSOIL, PER ALDOT SPECIFICATION #650	500	CU YD	18.00	20.00	9,000.00	-	-	-	-	-
67	TOPSOIL FROM STOCKPILES, PER ALDOT SPECIFICATION #652	900	CU YD	15.00	19.00	13,500.00	1,110.00	-	-	1,110.00	17,010.00
68	SEEDING, PER ALDOT SPECIFICATION #652	3	ACRE	1,100.00	3,100.00	3,300.00	3.41	-	-	3.41	7,751.00
69	MOWING, PER ALDOT SPECIFICATION #652	3	ACRE	330.00	1,080.00	980.00	-	-	-	-	-
70	SOLID SODDING, PER ALDOT SPECIFICATION #654	10,000	SQ YD	5.00	11.50	50,000.00	1,200.00	-	-	1,200.00	6,000.00
71	MULCHING, PER ALDOT SPECIFICATION #656	3	ACRE	1,100.00	1,500.00	3,300.00	1.41	-	-	1.41	1,651.00
subtotal						793,651.00	6,468.30	-	-	6,468.30	179,162.40
72	EROSION CONTROL PRODUCT, TYPE C2, PER ALDOT	1,500	SQ YD	2.50	-	3,750.00	-	-	-	-	-
73	TEMPORARY SEEDING, PER ALDOT SPECIFICATION #665	3	ACRE	900.00	1,200.00	2,700.00	-	-	-	-	-
74	TEMPORARY MULCHING, PER ALDOT SPECIFICATION #665	3	ACRE	900.00	1,100.00	2,700.00	-	-	-	-	-
75	SILT FENCE, PER ALDOT SPECIFICATION #665	5,600	LIN FT	3.50	5.25	19,600.00	3,798.00	-	-	3,798.00	13,293.00
76	SILT FENCE REMOVAL	5,600	LIN FT	1.00	-	5,600.00	1,649.00	-	-	1,649.00	1,649.00
77	INLET PROTECTION, STAGE 3 OR 4, PER ALDOT	123	EACH	330.00	480.00	40,590.00	-	-	-	-	-
78	WATTLE	2,500	LIN FT	8.80	9.80	22,000.00	780.00	-	-	780.00	6,864.00
79	GEOMETRIC CONTROLS	1	LUMP SUM	100,000.00	-	100,000.00	0.12	-	-	0.12	11,661.00
80	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	1	MILE	3,760.00	3,950.00	3,760.00	-	-	-	-	-
81	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	3,760.00	3,950.00	11,250.00	-	-	-	-	-
82	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	2,300.00	2,500.00	6,900.00	-	-	-	-	-
83	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	2,300.00	2,500.00	6,900.00	-	-	-	-	-
84	DOTTED, CLASS 2, TYPE A TRAFFIC STRIP (5" WIDE), PER	500	LIN FT	2.75	3.25	1,375.00	-	-	-	-	-
85	DOTTED, CLASS 2, TYPE A, LANE DROP STRIP (10" WIDE), PER	375	LIN FT	3.30	3.80	1,237.50	-	-	-	-	-
86	BROKEN TEMPORARY TRAFFIC STRIPE, PER ALDOT	3	MILE	1,200.00	-	3,600.00	4.24	-	-	4.24	5,092.80
subtotal						231,952.50	6,231.36	-	-	6,231.36	38,579.80
87	SOLID TEMPORARY TRAFFIC STRIPE, PER ALDOT	3	MILE	1,200.00	-	3,600.00	9.31	-	-	9.31	11,167.20
88	SOLID TRAFFIC STRIPE REMOVED, PER ALDOT SPECIFICATION	1	MILE	5,800.00	-	5,800.00	3.86	-	-	3.86	22,388.00
89	BROKEN TRAFFIC STRIPE REMOVED, PER ALDOT	1	MILE	5,800.00	-	5,800.00	2.20	-	-	2.20	12,780.00
90	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, PER ALDOT	4,237	SQ FT	6.00	6.50	26,422.00	-	-	-	-	-
91	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A, PER ALDOT	202	SQ FT	6.60	7.10	1,333.20	-	-	-	-	-
92	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C, PER ALDOT	50	EACH	6.00	6.50	300.00	-	-	-	-	-
93	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A, PER ALDOT	160	EACH	6.00	6.50	960.00	-	-	-	-	-
94	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B, PER ALDOT	175	EACH	6.00	6.50	1,050.00	-	-	-	-	-
95	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D, PER ALDOT	320	EACH	6.00	6.50	1,920.00	-	-	-	-	-
96	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR	119	SQ FT	22.00	-	2,618.00	-	58.00	1,276.00	58.00	1,276.00
97	CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR	52	SQ FT	28.00	-	1,456.00	-	83.30	2,332.40	83.30	2,332.40
98	ROADWAY SIGN POST (#3 "U" CHANNEL, GALVANIZED STEEL	338	LIN FT	14.00	-	4,732.00	-	128.00	1,764.00	128.00	1,764.00
99	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (Hughes Rd &	1	LUMP SUM	10,000.00	-	10,000.00	-	-	-	-	-
100	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT	1	LUMP SUM	15,000.00	-	15,000.00	-	-	-	-	-
101	METAL TRAFFIC SIGNAL POLE FOUNDATION (SEE CO #2)	3	EACH	6,800.00	-	19,800.00	-	-	-	-	-
102	METAL TRAFFIC SIGNAL POLE WITH (60') AND (70') MAST ARM	-	EACH	53,000.00	-	-	-	-	-	-	-
103	METAL TRAFFIC SIGNAL POLE WITH TWO (70') MAST ARM	1	EACH	55,000.00	-	55,000.00	-	-	-	-	-
104	TRAFFIC SIGNAL JUNCTION BOX (SEE CO #2)	7	EACH	660.00	-	4,620.00	-	-	-	-	-
105	1" METALLIC CONDUIT	15	LIN FT	33.00	-	495.00	-	-	-	-	-
106	1" NON-METALLIC CONDUIT	15	LIN FT	44.00	-	660.00	-	-	-	-	-
107	2" NON-METALLIC CONDUIT	270	LIN FT	28.00	-	7,560.00	-	-	-	-	-
subtotal						168,126.20	15.37	267.30	5,372.40	282.87	51,687.60
108	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	8	EACH	1,300.00	-	10,400.00	-	-	-	-	-
109	VEHICULAR SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	4	EACH	1,500.00	-	6,000.00	-	-	-	-	-
110	PEDESTRIAN SIGNAL HEAD, TYPE LED	2	EACH	2,000.00	-	4,000.00	-	-	-	-	-
111	CONTROLLER ASSEMBLY, TYPE III, 8 PHASE	1	EACH	25,000.00	-	25,000.00	-	-	-	-	-
112	VIDEO DETECTION SYSTEM (Hughes Rd & Eastview Dr.)	1	LUMP SUM	40,000.00	-	40,000.00	-	-	-	-	-
113	FURNISHING AND INSTALLING PEDESTAL POLE AND	4	EACH	2,800.00	-	11,200.00	-	-	-	-	-
114	REMOVE AND RELOCATE OF PEDESTAL POLE AND	1	EACH	2,800.00	-	2,800.00	-	-	-	-	-

CONTRACTOR NAME: Carcel & G Construction, LLC
 CONTRACTOR ADDRESS: 31 Co Rd 240, Hanceville, AL 35077
 PROJECT NAME: Hughes Road Widening
 PROJECT NUMBER: 18-022
 ESTIMATE # 20

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	BID UNIT PRICE	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
115	REMOVE AND RELOCATE OF PEDESTAL POLE AND CONSTRUCTION SIGNS, PER ALDOT SPECIFICATION #740	1	EACH	2,800.00		2,800.00	-	-	-	-	-
116	CHANNELIZING DRUMS	200	SQ FT	16.50		3,300.00	477.50	-	-	477.50	7,878.75
117	CONES (36 INCH HIGH)	225	EACH	53.50		12,037.50	317.00	-	-	317.00	16,959.50
118	BALLAST FOR CONE	75	EACH	24.50		1,837.50	80.00	-	-	80.00	1,960.00
119	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	76	EACH	11.80		870.00	-	-	-	-	-
120	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2, PER ALDOT	2	EACH	4,850.00		9,700.00	1.00	-	-	1.00	4,850.00
121	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 6 INSTALLATION	2	EACH	9,370.00		18,740.00	-	-	-	-	-
122	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER,	220	LIN FT	82.70		18,194.00	-	-	-	-	-
123		1,234	TON	105.00		129,570.00	1,380.57	896.28	94,109.40	2,276.85	239,069.25
CHANGE ORDERS											
CO 1.1	(3) WATER VAULTS IN FRONT OF BOB JONES HIGH SCHOOL	1	LUMP SUM	6,612.20		6,612.20	1.00	-	-	1.00	6,612.20
CO 2.1	METAL TRAFFIC SIGNAL POLE WITH 1 (60') ARM	1	EACH	40,881.00		40,881.00	-	-	-	-	-
CO 2.2	METAL TRAFFIC SIGNAL POLE WITH 1 (70') ARM	1	EACH	42,100.00		42,100.00	-	-	-	-	-
CO 2.3	FURNISH AND INSTALL OPTICOM SYSTEM AT INTERSECTION	1	LUMP SUM	12,700.00		12,700.00	-	-	-	-	-
						399,742.20	2,257.07	896.28	94,109.40	3,153.35	277,329.70
CO 3.1	FREIGHT - RETURN SHIPPING FEE FOR 14 BOTTOM BLOCKS	1	LUMP SUM	550.00		550.00	1.00	-	-	1.00	550.00
CO 3.2	ENGINEERING - REDESIGN FEE OF RETAINING WALL #5	1	LUMP SUM	735.00		735.00	1.00	-	-	1.00	735.00
CO 4.1	18" SPAN, 11" RISE, ROADWAY PIPE (CLASS 3 R.C.),	255	EACH	94.00	112.50	23,970.00	262.00	-	-	262.00	24,628.00
CO 4.2	22"X14" ROADWAY PIPE END TREATMENT, CLASS 1	8	EACH	1,250.00	2,450.00	10,000.00	-	-	-	-	-
CO 4.3	29"X18" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	1,500.00	2,750.00	1,500.00	-	-	-	-	-
CO 4.4	36"X23" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	2,700.00		2,700.00	-	-	-	-	-
CO 4.5	61"X31" ROADWAY PIPE END TREATMENT, CLASS 1	1	EACH	5,000.00		5,000.00	-	-	-	-	-
CO 4.6	OPEN GRATE INLET, TRAFFIC TYPE, COMPLETE IN PLACE, TO	1	EACH	3,700.00	4,700.00	3,700.00	-	-	-	-	-
CO 4.7	SUMP EXCAVATION	180	CU YD	30.00		5,400.00	-	-	-	-	-
CO 4.8	FLOWABLE FILL	15	CU YD	140.00		2,100.00	-	-	-	-	-
CO 5.1	ALDOT #2 STONE	100	TN	35.00	42.00	3,500.00	50.00	-	-	50.00	1,750.00
CO 6.1	INSTALL TEMPORARY TRAFFIC SIGNAL LINE (EASTVIEW)	1	LS	2,800.00		2,800.00	-	-	-	-	-
CO 7.1	CONCRETE STRIP IN FRONT OF WALLS - 1 FT DEEP (1262 LF	1	LS	27,968.98		27,968.98	1.00	-	-	1.00	27,968.98
CO 7.2	CONCRETE STEPS POURED IN PLACE AT WALL LOCATION	1	LS	5,044.00		5,044.00	1.00	-	-	1.00	5,044.00
CO 7.3	GATE AT STEPS - FURNISHED AND INSTALLED	1	LS	2,350.85		2,350.85	-	-	-	-	-
CO 8.1	Hydro Excavate Existing Utilities (East Side of Hughes Rd)	15	DAYS	3,850.00		57,750.00	15.00	-	-	15.00	57,750.00
New Pricing	Culvert Extension on Eastside	1	LS	92,931.50		92,931.50	1.00	-	-	1.00	92,931.50
subtotal						248,000.33	332.00	-	-	332.00	211,357.48
TOTAL BASE BID WITH CHANGE ORDERS						6,075,630.65	134,851.69	25,161.54	805,780.65	160,013.23	4,315,477.44
3-1	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED,	4,690	SQ YD	10.50		49,245.00	-	-	-	-	-
3-2	BITUMINOUS TREATMENT A	4,690	SQ YD	2.00		9,380.00	-	-	-	-	-
3-3	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	607	TON	125.00		75,875.00	-	-	-	-	-
3-4	CONCRETE CURB RAMP WITH TRUNCATED DOMES, 6" THICK	46	EACH	1,600.00	2,150.00	73,600.00	14.00	-	-	14.00	22,400.00
TOTAL ALTERNATE #3						208,100.00	14.00	-	-	14.00	22,400.00
167	STORED MATERIALS					124,516.51	-	-	-	-	124,516.51
TOTAL BASE BID/CHANGE ORDERS, ALTERNATE 3, AND STORED MATERIALS:						6,283,730.66		805,780.65		4,482,393.95	

Approved to Pay

 Michael Johnson, City Engineer

To(OWNER): CITY OF MADISON
100 HUGHES ROAD
MADISON, AL 35758

Project: SULLIVAN STREET WIDENING
MADISON, AL
MADISON COUNTY

Application No: 15
Invoice No: 46405
Invoice Date: 12/12/2022
Terms: Net 30
Due Date: 1/11/2023
Period To: 11/30/2022
Project No: 345319
Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY
2512 Triana Blvd SW
HUNTSVILLE, AL 35805
(256) 533-0505

Via(Architect/
Engineer)

For:

Original Contract sum.....	5,734,987.38 ✓
Change Orders.....	713,460.90 ✓
Contract sum.....	6,448,448.28 ✓
Completed to date.....	5,537,889.88 ✓
Retainage.....	161,211.21 ✓
Total earned less retainage.....	5,376,678.67 ✓
Previous billings.....	5,216,408.50
Current payment due.....	160,270.17 ✓
Sales tax.....	0.00
Total due.....	160,270.17 ✓

RECEIVED

DEC 12 2022

CITY OF MADISON
ENGINEERING DEPARTMENT

E. Michelle Dunson
12/13/2022

Approved to Pay


Michael Johnson, City Engineer

City Council Agenda 12/19/22

To(OWNER): CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758

Project: SULLIVAN STREET WIDENING
 MADISON, AL
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From: ROGERS GROUP INC- BILLING ONLY
 2512 Triana Blvd SW
 HUNTSVILLE, AL 35805
 (256) 533-0505

Via(Architect/
 Engineer)

For:

No.	Description	Total Quantity	Unit	Total Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
01	MOBILIZATION	1	LS	776,073.59	776,073.59	1	776,073.59	776,073.59	0.00
02	TRAFFIC CONTROL PHASE 1	1	LS	10,767.56	10,767.56	1	10,767.56	10,767.56	0.00
03	TRAFFIC CONTROL PHASE 2	1	LS	257,216.42	257,216.42	1	257,216.42	257,216.42	0.00
04	TRAFFIC CONTROL PHASE 3	1	LS	201,850.39	201,850.39	1	201,850.39	201,850.39	0.00
05	STRIP, STOCKPILE AND RESPREAD	1	LS	74,298.09	74,298.09	1	74,298.09	74,298.09	0.00
6	CLEAR AND GRUBBING	1	LS	87,243.71	87,243.71	1	87,243.71	87,243.71	0.00
07	DEMOLITION OS ASPH. PAV &/OR B	100	SY	11.25	1,125.00	100	1,125.00	1,125.00	0.00
08	UNCLASSIFIED EXCAVATION	830	CY	27.38	22,725.40	830	22,725.40	22,725.40	0.00
09	BORROW EXCAVATION	8,720	CY	28.29	246,688.80	512	14,484.48	14,484.48	0.00
10	ROAD SIGN REMOVAL	5	EA	315.00	1,575.00	5	1,575.00	1,575.00	0.00
11	REMOVE PAVEMENT MARKINGS (ARRO	12	EA	131.25	1,575.00	0	0.00	0.00	0.00
12	REMOVE CONCRETE SIDEWALK	194	SY	14.05	2,725.70	194	2,725.70	2,725.70	0.00
13	REMOVE CURB & GUTTER	5,710	LF	9.33	53,274.30	5,710	53,274.30	53,274.30	0.00
14	REMOVE CONCRETE FLUME	10	EA	272.56	2,725.60	8	2,180.48	2,180.48	0.00
15	REMOVE SPLITTER ISLAND @ LEWIS	1	LS	2,725.59	2,725.59	1	2,725.59	2,725.59	0.00
16	REMOVAL OF ALL STORM, PIPE,HW,	1	LS	80,877.53	80,877.53	1	80,877.53	80,877.53	0.00
17	REMOVAL RESIDENTIAL DRIVEWY AP	12	EA	1,580.96	18,971.52	12	18,971.52	18,971.52	0.00
18	REMOVAL COMMERCIAL DRIVEWAY AP	6	EA	2,131.72	12,790.32	6	12,790.32	12,790.32	0.00
19	REMOVE FENCING	285	LF	17.01	4,847.85	285	4,847.85	4,847.85	0.00
20	UNDERWATER EMBANKEMENT (UNDERC	15,600	TON	32.33	504,348.00	1,565.44	50,610.68	50,610.68	0.00
21	FILTER FABRIC (CONTINGENCY ITE	500	SY	5.93	2,965.00	444	2,632.92	2,632.92	0.00
22	COMPACTED FILL SOIL PLACEMENT	2,500	CY	34.00	85,000.00	1,076	36,584.00	36,584.00	0.00
23	MILLING/PLAINING EXISTING PAVE	13,710	SY	3.02	41,404.20	10,105.33	30,518.10	30,518.10	0.00
24	BASE COURSE 6" COMPACTED	5,406	SY	13.17	71,197.02	5,406	71,197.02	71,197.02	0.00
25	ASPHALT BINDER (2") UPPER BIND	595	TON	104.25	62,028.75	391.52	40,815.96	40,815.96	0.00
26	ASPHALT BINDER (2") LOWER BIND	595	TON	101.92	60,642.40	568.8	57,972.10	57,972.10	0.00
27	ASPHALT WEARING (1.5") 424A-36	1,673	TON	107.72	180,215.56	1,560.94	168,144.46	168,144.46	0.00
28	CURB & GUTTER 24"	5,395	LF	21.33	115,075.35	5,395	115,075.35	115,075.35	0.00
29	CURB BACKFILL & DRESS UP	1	LS	40,794.79	40,794.79	1	40,794.79	40,794.79	0.00
30	10' MULTI USE PATH (1.5" 424A	2,575	SY	32.61	83,970.75	2,050	66,850.50	66,850.50	0.00

To(OWNER): CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758

Project: SULLIVAN STREET WIDENING
 MADISON, AL
 MADISON COUNTY

Application No: 15
 Invoice No: 46405
 Invoice Date: 12/12/2022
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 Project No: 345319
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From: ROGERS GROUP INC- BILLING ONLY
 2512 Triana Blvd SW
 HUNTSVILLE, AL 35805
 (256) 533-0505

Via(Architect/
 Engineer)

For:

No.	Description	Total Quantity	Unit	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
31	TURN DOWN MULTI USE PATH (SPEC	1	LS	62,989.47	62,989.47	1	62,989.47	62,989.47	0.00
32	5' CONCRETE SIDEWALK	1,625	SY	53.39	86,758.75	1,625	86,758.75	69,407.00	17,351.75
33	SIDEWALK RAMP	7	EA	1,785.13	12,495.91	7	12,495.91	12,495.91	0.00
34	SIDEWALK RAMP WITH DETACTABLE	19	EA	2,427.31	46,118.89	18	43,691.58	43,691.58	0.00
35	RESIDENTAIL DRIVEWAY APRON AND	12	EA	2,950.87	35,410.44	12	35,410.44	35,410.44	0.00
36	COMMERCIAL DRIVEWAY APRON AND	6	EA	3,804.59	22,827.54	5	19,022.95	19,022.95	0.00
37	SIDEWALK FLUME CROSSING	1	EA	2,529.02	2,529.02	1	2,529.02	2,529.02	0.00
38	2 RISER STAIR ASSEMBLY AT NORT	1	LS	1,740.60	1,740.60	1	1,740.60	1,740.60	0.00
39	HANDRAIL	20	LF	58.80	1,176.00	20	1,176.00	1,176.00	0.00
40	MULTI USE PATH TRUNCATED DOME	11	EA	1,397.91	15,377.01	8	11,183.28	11,183.28	0.00
41	SOLID WHITE CLASS 2 TYPE A STR	90	LF	1.05	94.50	90	94.50	0.00	94.50
42	SOLID YELLOW CLASS 2 TYPE A ST	5,117	LF	1.05	5,372.85	5,117	5,372.85	0.00	5,372.85
43	SOLID WHITE CLASS 2 TYPE A STR	280	LF	4.20	1,176.00	280	1,176.00	0.00	1,176.00
44	BROKEN WHITE CLASS 2 TYPE A ST	5,350	LF	1.05	5,617.50	5,350	5,617.50	0.00	5,617.50
45	BROKEN YELLOW CLASS 2 TYPE A S	4,665	LF	1.05	4,898.25	4,665	4,898.25	0.00	4,898.25
46	DOTTED WHITE CLASS 2 TYPE A 5"	5,350	LF	2.10	11,235.00	5,350	11,235.00	0.00	11,235.00
47	REFLECTIVE PAVEMENT MARKER WHI	81	EA	6.30	510.30	81	510.30	0.00	510.30
48	REFLECTIVE PAVEMENT MARKER YEL	117	EA	6.30	737.10	117	737.10	0.00	737.10
49	24" THERMOPLASTIC STOP BAR	1,553	LF	12.60	19,567.80	1,553	19,567.80	0.00	19,567.80
50	WHITE PEDESTRIAN CROSSING STRI	1,749	LF	6.30	11,018.70	1,749	11,018.70	0.00	11,018.70
51	WHITE LEFT TURN ARROW LEGEND	13	EA	105.00	1,365.00	13	1,365.00	0.00	1,365.00
52	WHITE "ONLY" LEGEND	10	EA	157.50	1,575.00	10	1,575.00	0.00	1,575.00
53	WHITE RIGHT TURN ARROW LEGEND	2	EA	105.00	210.00	2	210.00	0.00	210.00
54	WHITE THRU/RIGHT ARROW LEGEND	2	EA	183.75	367.50	2	367.50	0.00	367.50
55	RELOCATE ROAD SIGN (SM)	16	EA	315.00	5,040.00	16	5,040.00	0.00	5,040.00

To(OWNER): CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758

Project: SULLIVAN STREET WIDENING
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From: ROGERS GROUP INC- BILLING ONLY
 2512 Triana Blvd SW
 HUNTSVILLE, AL 35805
 (256) 533-0505

Via(Architect/
 Engineer)

For:

No.	Description	Total Quantity	Unit	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
56	RELOCATE HYDRANT	2	EA	8,281.78	16,563.56	2	16,563.56	16,563.56	0.00
57	ADJUST HYDRANT TO GRADE	1	EA	4,157.81	4,157.81	3	12,473.43	12,473.43	0.00
58	ADJUST WATER/GAS VALVE TO GRAD	7	EA	342.00	2,394.00	7	2,394.00	2,394.00	0.00
59	ADJUST MANHOLE TO GRADE	2	EA	2,576.47	5,152.94	2	5,152.94	5,152.94	0.00
60	WEST DUBLIN DRIVE/SULLIVAN STR	1	LS	315,000.00	315,000.00	1	315,000.00	295,155.00	19,845.00
61	ROYAL DRIVE/SULLIVAN TRAFFIC S	1	LS	262,500.00	262,500.00	1	262,500.00	245,962.50	16,537.50
62	KYSER BOULEVARD/SULLIVAN STREE	1	LS	348,600.00	348,600.00	1	348,600.00	326,638.20	21,961.80
63	SULLIVAN STREET TRAFFIC SIGNAL	1	LS	63,000.00	63,000.00	1	63,000.00	63,000.00	0.00
64	15" CL-3 RCP	264	LF	69.97	18,472.08	88	6,157.36	6,157.36	0.00
65	18" CL-3 RCP	1,527	LF	74.99	114,509.73	1,260	94,487.40	94,487.40	0.00
66	24" CL-3 RCP	540	LF	85.34	46,083.60	48	4,096.32	4,096.32	0.00
67	30" CL-3 RCP	346	LF	114.25	39,530.50	317	36,217.25	36,217.25	0.00
68	36" CL-3 RCP	508	LF	135.08	68,620.64	446	60,245.68	60,245.68	0.00
69	42" CL-3 RCP	1,081	LF	155.79	168,408.99	1,129	175,886.91	175,886.91	0.00
70	48" CL-3 RCP	780	LF	242.23	188,939.40	780	188,939.40	188,939.40	0.00
71	60" CL-3 RCP	30	LF	667.45	20,023.50	30	20,023.50	20,023.50	0.00
72	CURB INLET (S INLET NO WING)	2	EA	7,120.25	14,240.50	8	56,962.00	56,962.00	0.00
73	GRATE INLET	7	EA	5,003.75	35,026.25	8	40,030.00	40,030.00	0.00
74	48" JUNCTION BOX	1	EA	6,549.36	6,549.36	3	19,648.08	19,648.08	0.00
75	OPEN THROAT INLET	2	EA	4,823.56	9,647.12	1	4,823.56	4,823.56	0.00
76	S INLET DOUBLE WING	7	EA	5,455.45	38,188.15	7	38,188.15	38,188.15	0.00
77	S INLET SINGLE WING	23	EA	7,313.37	168,207.51	15	109,700.55	109,700.55	0.00
78	15" FLARED END SECTION	2	EA	1,594.69	3,189.38	2	3,189.38	3,189.38	0.00
79	RETROFIT EXISTING HW ON WEST S	1	LS	15,284.25	15,284.25	0	0.00	0.00	0.00
80	HW (SPECIAL) SEE DETAIL DRAWIN	1	LS	39,096.05	39,096.05	1	39,096.05	39,096.05	0.00
81	REMOVAL 3 X 60" CON. HW AND WI	1	EA	4,314.68	4,314.68	1	4,314.68	4,314.68	0.00
82	CONVERT DOUBLE S-INLET TO SING	2	EA	3,396.96	6,793.92	0	0.00	0.00	0.00
83	CONVERT JB TO SINGLE S-INLET	1	EA	5,007.40	5,007.40	0	0.00	0.00	0.00
84	MAILBOX RELOCATE	14	EA	357.40	5,003.60	14	5,003.60	5,003.60	0.00
85	SILT FENCE	3,940	LF	5.42	21,354.80	3,940	21,354.80	21,354.80	0.00
86	SOD	381	SY	20.99	7,997.19	0	0.00	0.00	0.00
87	TEMP. STRAW WATTLES (CD)	7	EA	777.47	5,442.29	5	3,887.35	3,887.35	0.00

To(OWNER): CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758

Project: SULLIVAN STREET WIDENING
 MADISON, AL
 MADISON COUNTY

Application No: 15
 Invoice No: 46405
 Invoice Date: 12/12/2022
 Terms: Net 30
 Due Date: 1/11/2023
 Period To: 11/30/2022
 Project No: 345319
 Contract Date: 9/20/2019

From: ROGERS GROUP INC- BILLING ONLY
 2512 Triana Blvd SW
 HUNTSVILLE, AL 35805
 (256) 533-0505

Via(Architect/
 Engineer)

For:

No.	Description	Total Quantity	Unit	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
88	SAND BAG CHECK DAM	17	EA	278.48	4,734.16	3	835.44	835.44	0.00
89	FABRIC INLET PROTECTION	29	EA	284.83	8,260.07	0	0.00	0.00	0.00
90	BLOCK INLET PROTECTION	55	EA	427.79	23,528.45	0	0.00	0.00	0.00
91	OUTLET PROTECTION CLASS 1 RIP-	21	TON	101.87	2,139.27	10	1,018.70	1,018.70	0.00
92	EROSION CONTROL BLANKET	650	SY	9.18	5,967.00	400	3,672.00	3,672.00	0.00
93	ROCK CHECK DAM	2	EA	2,621.63	5,243.26	0	0.00	0.00	0.00
94	TEMP. SEEDING	5	AC	1,544.22	7,721.10	5	7,721.10	1,544.22	6,176.88
95	PERMANENT SEEDING	5	AC	2,056.35	10,281.75	5	10,281.75	10,281.75	0.00
96	MULCHING	5	AC	2,086.67	10,433.35	5	10,433.35	10,433.35	0.00
97	STORM WATER AS-BUILT	1	LS	8,369.92	8,369.92	0	0.00	0.00	0.00
98	8" DIP GRAVITY W/ V-BIO	60	LF	131.64	7,898.40	60	7,898.40	7,898.40	0.00
99	10" DIP GRAVITY W/ V-BIO	20	LF	319.52	6,390.40	20	6,390.40	6,390.40	0.00
100	12" DIP GRAVITY W/ V-BIO	110	LF	156.94	17,263.40	110	17,263.40	17,263.40	0.00
101	48" SEWER MANHOLE	4	EA	6,724.57	26,898.28	4	26,898.28	26,898.28	0.00
102	CLAY DITCH CHECK	1	EA	1,942.31	1,942.31	0	0.00	0.00	0.00
103	SANITARY SEWER BYPASS & PUMPIN	1	LS	11,004.58	11,004.58	1	11,004.58	11,004.58	0.00
104	STONE BACKFILL OF TRENCH	850	TON	25.76	21,896.00	850	21,896.00	21,896.00	0.00
105	TEMPORARY ASPHALT PATCHING AT	218	SY	109.12	23,788.16	218	23,788.16	23,788.16	0.00
106	CO1 - COMM DRIVEWAY MULTI-USE	145	SY	84.97	12,320.65	145	12,320.65	12,320.65	0.00
107	CO1 - OPTICOM SYSTEM FOR INTER	3	EA	14,350.00	43,050.00	3	43,050.00	43,050.00	0.00
108	CO1 - STORM SEWER CONFLICT BOX	2	EA	7,132.00	14,264.00	2	14,264.00	14,264.00	0.00
109	CO1 - GUARDRAIL ADJ TO NAT GAS	1	LS	6,825.00	6,825.00	1	6,825.00	6,825.00	0.00
110	CO2 - LOWER WATER LINE	1	LS	18,405.99	18,405.99	1	18,405.99	18,405.99	0.00
111	CO#3 - LOWER EXISTING	1	LS	18,405.99	18,405.99	1	18,405.99	18,405.99	0.00
112	CO#4 - LOWER EXISTING	1	LS	22,653.51	22,653.51	1	22,653.51	22,653.51	0.00
113	CO#5 - TRAFFIC CONTROL	1	LS	19,922.61	19,922.61	1	19,922.61	19,922.61	0.00
114	CO#5 - TRAFFICTRAFFIC CONTROL	1	LS	19,922.61	19,922.61	1	19,922.61	19,922.61	0.00
115	CO#5 - TRAFFICSTRIP, STOCKPILE	1	LS	74,298.09	74,298.09	1	74,298.09	74,298.09	0.00
116	CO#5 - TRAFFIC CONTROL	1	LS	23,519.45	23,519.45	1	23,519.45	23,519.45	0.00
117	CO#5 - TRAFFIC CONTROL	1,800	SY	3.00	5,400.00	1,800	5,400.00	5,400.00	0.00
118	CO#5 - TRAFFIC CONTROL	1	EA	5,250.00	5,250.00	1	5,250.00	5,250.00	0.00
119	CO#5 - TRAFFIC CONTROL	54	SY	250.66	13,535.64	54	13,535.64	13,535.64	0.00
120	CO#5 - UNCLASSIFIED	600	CY	30.68	18,408.00	600	18,408.00	18,408.00	0.00

To(OWNER): CITY OF MADISON
 100 HUGHES ROAD
 MADISON, AL 35758

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From: ROGERS GROUP INC- BILLING ONLY
 2512 Triana Blvd SW
 HUNTSVILLE, AL 35805
 (256) 533-0505

Via(Architect/
 Engineer)

For:

No.	Description	Total Quantity	Unit Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request	
121	CO#5 - BORROW EXCAVATION	30	CY	81.14	2,434.20	0	0.00	0.00	0.00
122	CO#5 - MILLING/PLAINING	3,040	SY	4.54	13,801.60	6,714.54	30,484.01	30,484.01	0.00
123	CO 5 - BASE COURSE 6" COMP	1,677	SY	14.17	23,763.09	0	0.00	0.00	0.00
124	CO#5 - ASPHALT BINDER (2"	184	TON	211.05	38,833.20	104.88	22,134.92	22,134.92	0.00
125	CO#5 - ASPHALT BINDER (2"	184	TON	208.63	38,387.92	227.41	47,444.55	47,444.55	0.00
126	CO#5 - ASPHALT WEARING (1.5"	413	TON	128.39	53,025.07	890.36	114,313.32	114,313.32	0.00
127	CO#5 - 5' CONCRETE SIDEWALK	310	SY	55.62	17,242.20	761.2	42,337.94	42,337.94	0.00
128	CO#5 - CURB & GUTTER 24"	95	LF	23.22	2,205.90	95	2,205.90	2,205.90	0.00
129	CO#5 -SIDEWALK RAMP WITH	3	EA	2,680.22	8,040.66	3	8,040.66	8,040.66	0.00
130	CO#5 - SOLID WHITE CLASS	156	LF	4.20	655.20	156	655.20	0.00	655.20
131	CO#5 -SOLID YELLOW CLASS 2	2,497	LF	1.05	2,621.85	2,497	2,621.85	0.00	2,621.85
132	CO#5 - BROKEN YELLOW	1,915	LF	1.05	2,010.75	1,915	2,010.75	0.00	2,010.75
133	CO#5 - REFLECTIVE PAVEMEN	8	EA	6.30	50.40	8	50.40	0.00	50.40
134	CO#5 - REFLECTIVE PAVEMEN	48	EA	6.30	302.40	48	302.40	0.00	302.40
135	CO#5 - 24" THERMOPLA	42	LF	12.60	529.20	42	529.20	0.00	529.20
136	CO#5 - WHITE PEDESTR	65	LF	6.30	409.50	65	409.50	0.00	409.50
137	CO#5 - WHITE LEFT TURN	6	EA	105.00	630.00	6	630.00	0.00	630.00
138	CO#5 - WHITE "ONLY	4	EA	157.50	630.00	4	630.00	0.00	630.00
139	CO#5 - FLEXIBLE REFLECTIV	8	EA	103.43	827.44	8	827.44	0.00	827.44
140	CO#5- CLASS B 6" TRAFF.	16	EA	52.50	840.00	16	840.00	0.00	840.00
141	CO#5-CLASS B 6" TRAFF	2	EA	52.50	105.00	2	105.00	0.00	105.00
142	CO#5 - SILT FENCE	425	LF	7.31	3,106.75	0	0.00	0.00	0.00
143	CO#5 - SOD	147	SY	11.18	1,643.46	147	1,643.46	1,643.46	0.00
144	CO#5 - FABRIC INLET PROTECTION	6	EA	279.83	1,678.98	6	1,678.98	1,678.98	0.00
145	CO#5 - BLOCK INLET PROTECTION	6	EA	450.87	2,705.22	6	2,705.22	2,705.22	0.00
146	CO#5 - TEMP. SEEDING	1	AC	1,399.15	1,399.15	1	1,399.15	1,399.15	0.00
147	CO#5 - MULCHING	1	AC	2,188.14	2,188.14	1	2,188.14	2,188.14	0.00
148	CO #6 - DEMOLITION OS ASPHALT P	339	SY	11.25	3,813.75	339	3,813.75	3,813.75	0.00
149	CO #6 - UNCLASSIFIED EXCAVATIO	189	CY	27.38	5,174.82	189	5,174.82	5,174.82	0.00
150	CO #6 - BORROW EXCAVATION	437	CY	28.29	12,362.73	0	0.00	0.00	0.00
151	CO #6 - REMOVE VALLEY GUTTER	1,140	LF	9.33	10,636.20	1,140	10,636.20	10,636.20	0.00
152	CO #6 - BASE COURSE 6" COMPACTE	380	SY	13.17	5,004.60	0	0.00	0.00	0.00
153	CO #6 - CURB & GUTTER 24"	1,140	LF	21.33	24,316.20	1,885.7	40,221.98	40,221.98	0.00

To(OWNER): CITY OF MADISON
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From: ROGERS GROUP INC- BILLING ONLY
 2512 Triana Blvd SW
 HUNTSVILLE, AL 35805
 (256) 533-0505

Via(Architect/
 Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
154	CO #6 - SIDEWALK RAMP WITH DETA	7 EA	2,427.31	16,991.17	7	16,991.17	16,991.17	0.00
155	CO #6 - RESIDENTIAL DRIVEWAY AP	2 EA	2,950.87	5,901.74	2	5,901.74	5,901.74	0.00
156	CO #6 - COMMERCIAL DRIVEWAY APR	6 EA	3,804.59	22,827.54	6	22,827.54	22,827.54	0.00
157	CO7 - ELECTRIC RELOCATION	1 LS	22,890.00	22,890.00	1	22,890.00	22,890.00	0.00
158	CO8 - ADD 2" BLACK BASE	1 LS	47,293.33	47,293.33	1	47,293.33	47,293.33	0.00
				<u>6,448,448.28</u>		<u>5,537,889.88</u>	<u>5,377,619.71</u>	<u>160,270.17</u> ✓



RECEIVED
DEC 12 2022
CITY OF MADISON
ENGINEERING DEPARTMENT

December 12, 2022

Michelle Dunson, P.E.
Deputy Director
The City of Madison Engineering Department
100 Hughes Rd.
Madison, AL 35758

Re: Project No. 20-028 Garner St. Extension Phase 2

Ms. Dunson,

Enclosed please find Estimate No. 11 for Wiregrass Construction Company, Inc. in the amount of \$302,149.47. This estimate covers all work performed from October 1, 2022 to October 31, 2022.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole
Project Manager
Morell Engineering, Inc.

City Council Agenda 12/19/22



Morell Engineering, Inc.
Contractor Payment Summary Report

Estimate No: 11
Project No: 21-0396
Client: City of Madison
Contractor: Wiregrass Construction Company, Inc.
Description: Access Improvements for New Journey Middle School

Calendar Days: 448
Days Charged: 425
County: Madison
Contract Complete:
Target Completion: November 24, 2022
Percent Time Used: 95%
Percent Complete: 78%

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (October 2022)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
Category: 1									
Description: Garner St. Phase 2									
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	\$0.00	1	\$91,895.60	100%
2	ALDOT SILT FENCE	5300	LF	\$3.87	0	\$0.00	3139	\$12,147.93	59%
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	\$0.00	0	\$0.00	0%
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	0	\$0.00	23.69	\$1,302.71	47%
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	\$0.00	0	\$0.00	0%
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	5300	\$2,915.00	5300	\$2,915.00	100%
7	TREE REMOVAL OVER 6"	20	EA	\$527.24	0	\$0.00	20	\$10,544.80	100%
8	TREE REMOVAL UNDER 6" AND OTHER VEGETATION	5000	SY	\$1.28	0	\$0.00	5000	\$6,400.00	100%
9	CONCRETE SIDEWALK REMOVAL	60	SY	\$19.80	0	\$0.00	51	\$1,009.80	85%
10	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$5.78	80	\$462.40	689	\$3,982.42	79%
11	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.07	0	\$0.00	2048.6	\$10,386.40	85%
12	STORM PIPE REMOVAL	300	LF	\$19.97	0	\$0.00	20	\$399.40	7%
13	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
14	STORM PIPE END TREATMENT REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
15	CONCRETE ROAD HEADER REMOVAL	70	LF	\$9.32	0	\$0.00	41	\$382.12	59%
16	ADJUST SSMH TO NEW GRADE	5	EA	\$865.76	1	\$865.76	1	\$865.76	20%
17	ADJUST UTILITY BOXES TO NEW GRADE	5	EA	\$552.91	0	\$0.00	0	\$0.00	0%
18	RELOCATE STREET LIGHT	1	EA	\$8,293.66	0	\$0.00	0.5	\$4,146.83	50%
19	STRIP AND STOCKPILE TOPSOIL	6000	CY	\$7.76	0	\$0.00	1448.42	\$11,239.74	24%
20	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	0	\$0.00	9270.09	\$99,931.57	93%
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	13501.89	\$22,143.10	13578.39	\$22,268.56	97%
23	SOD	3500	SY	\$5.53	2659.2	\$14,705.38	2659.2	\$14,705.38	76%
24	HYDROSEED	10500	SY	\$1.00	10500	\$10,500.00	10500	\$10,500.00	100%
25	RETAINING WALL (OWNER-SUPPLIED MATERIAL--CONTRACTOR TO INCLUDE INSTALLATION COSTS)	1260	SF	\$23.82	0	\$0.00	1236.57	\$29,455.10	98%
26	8" DI PIPE	2410	LF	\$67.89	0	\$0.00	2102	\$142,704.78	87%
27	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	7	\$6,137.18	100%
28	8" DI 90 DEG FITTING	2	EA	\$882.50	0	\$0.00	0	\$0.00	0%
29	8" DI TEE	6	EA	\$1,733.59	0	\$0.00	3	\$5,200.77	50%
30	8" GATE VALVE	6	EA	\$2,478.69	0	\$0.00	5	\$12,393.45	83%

Morell Engineering, Inc.
Contractor Payment Summary Report

31	16" STEEL CASING UNDER PAVEMENT	80	LF	\$118.68	0	\$0.00	0	\$0.00	0%
32	FIRE HYDRANT ASSEMBLY	4	EA	\$7,268.84	0	\$0.00	4	\$29,075.36	100%
33	BLOWOFF VALVE ASSEMBLY	2	EA	\$1,544.51	0	\$0.00	2	\$3,089.02	100%
34	CONNECT TO EXISTING MAIN	4	EA	\$4,557.19	0	\$0.00	4	\$18,228.76	100%
35	DISINFECT AND FLUSH NEW MAINS	2	EA	\$1,935.19	0	\$0.00	2	\$3,870.38	100%
36	18" RCP	408	LF	\$71.45	0	\$0.00	408	\$29,151.60	100%
37	18" RCP FES	4	EA	\$1,357.76	0	\$0.00	4	\$5,431.04	100%
38	45X73 ARCP	48	LF	\$345.77	0	\$0.00	48	\$16,596.96	100%
39	45X73 ARCP FES	2	EA	\$6,315.91	0	\$0.00	2	\$12,631.82	100%
40	GRATE INLET	6	EA	\$2,140.41	0.5	\$1,070.21	6	\$12,842.46	100%
41	GRATE INLET OVER EXISTING PIPE	6	EA	\$2,140.41	0	\$0.00	5	\$10,702.05	83%
42	YARD INLET	2	EA	\$1,830.00	0	\$0.00	2	\$3,660.00	100%
43	SINGLE WING S-INLET	2	EA	\$5,760.73	1.5	\$8,641.10	2	\$11,521.46	100%
44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUCTURE TO YARD INLET	2	EA	\$4,854.78	2	\$9,709.56	2	\$9,709.56	100%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	1	\$1,423.06	50%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	325	\$6,110.00	1143	\$21,488.40	95%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	600	\$5,148.00	600	\$5,148.00	100%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	45	\$358.20	45	\$358.20	28%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	4	\$517.04	4	\$517.04	200%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	1	\$258.51	1	\$258.51	50%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	0	\$0.00	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	0	\$0.00	0%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	0	\$0.00	0%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	0	\$0.00	2039.31	\$138,673.08	58%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	0	\$0.00	427.36	\$41,026.56	16%
60	WOOD GUARDRAIL	1850	LF	\$105.05	1850	\$194,342.50	1850	\$194,342.50	100%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	0	\$0.00	0	\$0.00	0%
63	SOLID WHITE TRAFFIC STIPING	11100	LF	\$0.83	0	\$0.00	0	\$0.00	0%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	0	\$0.00	0	\$0.00	0%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	0	\$0.00	0%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	0	\$0.00	0	\$0.00	0%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	0	\$0.00	0	\$0.00	0%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	0	\$0.00	0%

Morell Engineering, Inc.
Contractor Payment Summary Report

71	STOP SIGN, R1-1, 30X30	8	EA	\$387.04	0	\$0.00	0	\$0.00	0%
72	SPEED LIMIT SIGN, R2-1, 24X30	2	EA	\$387.04	0	\$0.00	0	\$0.00	0%
73	STREET NAME SIGN	12	EA	\$193.52	0	\$0.00	0	\$0.00	0%
74	ALL WAY SIGN, R1-4, 18X6	4	EA	\$82.94	0	\$0.00	0	\$0.00	0%
75	ROAD CLOSED R11-2, 48X30	6	EA	\$121.64	0	\$0.00	3	\$364.92	50%
76	ALDOT TYPE 3 BARRICADES	12	EA	\$304.10	0	\$0.00	6	\$1,824.60	50%
77	FINAL CLEAN-UP AND DEMOBILIZATION (2% BID)	1	LS	\$36,758.24	0	\$0.00	0	\$0.00	0%

Totals for Category Total Bid: \$1,989,777.74 ✓ Estimate Total: \$277,746.75 ✓ To Date Total: \$1,397,627.83 ✓

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (October 2022) Qty	Amount	To Date Qty	Amount	Percent Complete
Category:	2								
Description:	Change Order One								
79	UNDERCUT	6700	CY	\$23.00	209	\$4,807.00	6475	\$148,925.00	97%
80	SURGE STONE	10500	TON	\$33.50	\$9.94	\$2,007.99	10500	\$351,750.00	100%
81	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	21000	\$38,850.00	100%
82	GI-19 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
83	GI-20 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
84	GI-22 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
85	GI-23 MODIFICATION	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
86	GI-25 MODIFICATION	1	EA	\$859.59	0	\$0.00	1	\$859.59	100%
87	GI @ 35+00	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
88	GI @ 31+75	1	EA	\$2,140.41	0	\$0.00	1	\$2,140.41	100%
89	MODIFY S-INLET	1	EA	\$4,854.78	0	\$0.00	0.5	\$2,427.39	50%
90	18" RCP	128	LF	\$71.45	0	\$0.00	94	\$6,716.30	73%
91	18" RCP FES	2	EA	\$1,357.76	0	\$0.00	2	\$2,715.52	100%
92	ROCK PIPE OUTLET PROTECTION	10	TON	\$54.99	0	\$0.00	0	\$0.00	0%
93	8" DI PIPE	200	LF	\$67.89	60	\$4,073.40	60	\$4,073.40	30%
94	8" DI 45 DEG FITTING	2	EA	\$876.74	0	\$0.00	2	\$1,753.48	100%
95	8" DI TEE	1	EA	\$1,733.59	0	\$0.00	0	\$0.00	0%
96	8" GATE VALVE	2	EA	\$2,478.69	1	\$2,478.69	1	\$2,478.69	50%
97	CONNECT TO EXISTING MAIN	1	EA	\$4,557.19	0	\$0.00	1	\$4,557.19	100%
98	6"x8" REDUCER	1	EA	\$1,250.00	1	\$1,250.00	2	\$2,500.00	200%
99	16"x8" CASING SPACERS	4	EA	\$187.50	0	\$0.00	4	\$750.00	100%

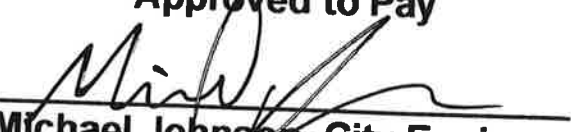
Totals for Category Total Bid: \$601,685.85 Estimate Total: \$14,617.08 ✓ To Date Total: \$578,637.38 ✓

Morell Engineering, Inc.
Contractor Payment Summary Report

Item Code	Description	Bid			This Month (October 2022)		To Date		Percent Complete
		Qty	Unit	Unit Price	Qty	Amount	Qty	Amount	
Category:	3								
Description:	Contingency	1	EA	\$50,000.00					78%
7c	TREE REMOVAL OVER 6" OVERRUN	20	EA	\$527.24	0	\$0.00	45	\$23,725.80	225%
38c	45X73 ARCP	48	EA	\$345.77	0	\$0.00	8	\$2,766.16	17%
81c	FILTER FABRIC	21000	SY	\$1.85	0	\$0.00	717.75	\$1,327.84	3%
27c	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	2	\$1,753.48	29%
100	Concrete Valley Gutter	40	LF	\$45.00	0	\$0.00	0	\$0.00	0%
18c	RELOCATE STREET LIGHT (CREDIT)	1	EA	\$8,293.66	0	\$0.00	-0.06	-\$500.00	-6%
6c	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	594	\$326.70	594	\$326.70	11%
24c	HYDROSEED	10500	SY	\$1.00	342.69	\$342.69	342.69	\$342.69	3%
49c	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	360	\$3,088.80	360	\$3,088.80	60%
60c	WOOD GUARDRAIL	1850	LF	\$105.05	11	\$1,155.55	11	\$1,155.55	1%
80	SURGE STONE	10500	TON	\$33.50	145.43	\$4,871.91	145.43	\$4,871.91	1%
Totals for Category		Total Bid:		\$50,000.00	Estimate Total:	\$9,785.65	To Date Total:	\$38,858.92	

Estimate Summary			
Category	Description	Category Total	To Date Total
1	Garner St. Phase 2	\$277,746.75	\$1,397,627.83
2	Change Order One	\$14,617.08	\$578,637.38
3	Contingency	\$9,785.65	\$38,858.92
Retention	5% Retention	50% Complete--> \$0.00	\$65,763.38
Grand Total for Estimate: 11		\$302,149.47	\$1,949,360.76

Total: \$2,015,124.14 ✓
Less Previous Payments: \$1,647,211.29 ✓
Retention: \$65,763.38
Amount Payable: \$302,149.47 ✓

Approved to Pay

Michael Johnson, City Engineer
City Council Agenda 12/19/22

RESOLUTION NO. 2022-342-R

**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE
PURSUANT TO SECTION 16-108 OF CODE OF ORDINANCES OF THE CITY OF MADISON**

WHEREAS, the City of Madison has in its 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	Lexmark CS310dn Color Laser Printer

and

WHEREAS the Madison Finance 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 by the City Council.

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

READ, PASSED AND ADOPTED this 19th day of December 2022.

**Ranae Bartlett, President
Madison City Council
City of Madison, Alabama**

ATTEST:

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

APPROVED this _____ day of December 2022.

**Paul Finley, Mayor
City of Madison, Alabama**

RESOLUTION NO. 2022-339-R

A RESOLUTION AUTHORIZING PURCHASE OF AUDIO-VISUAL EQUIPMENT FROM SUTHERLAND SIGHT AND SOUND

WHEREAS, the Mayor’s Office has requested the purchase of one (1) laser projector; two (2) projector screens; three (3) cameras; a video-audio switchboard and supporting connections and other supporting audio-visual equipment from Sutherland Sight and Sound; and

WHEREAS, the Legal Department has verified that this equipment is not available for purchase on any bid that has been awarded by the State of Alabama; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned purchase and payment therefor are hereby authorized for the amount and quantities detailed in the attached quote described as “City of Madison Municipal Complex Council Chambers AV Upgrades” and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 19th day of December 2022.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2022.

Paul Finley, Mayor
City of Madison, Alabama

Supporting documentation attached.



3235 Roberson Road
Florence, AL 35630

256-381-1995 Voice
256-381-1998 Fax

www.sutherlandsound.com

AL/TN/MS/LA/MO
General Contractor License #46335

City of Madison Municipal Complex Council Chamber AV Upgrades

Huntsville, AL

12/11/2022

Contact: Garrett Gillott, garrett.gillott@madisonal.gov 256.772.5676

Item	Quantity	Description	Unit Price	Total
Front & Rear Full HD 16:9 Laser Projectors				
A1	2	Vivitek DU8090Z Laser Projector , Full HD 1920x1200 native resolution; 20,000 Hour Laser Light Source with sealed optical engine design, 8000 lumens, 100,000:1 Contrast Ratio, Power Zoom, Focus, and Lens Shift U/D/L/R. Full suite of display connectivity inputs and outputs including: HDMI v1.4a, DVI-D, VGA-In, VGA-Out, Network connectivity for remote projector management - control and status. Instant On/Off. 5 year warranty.	\$8,680.00	\$17,360.00
A2	2	Vivitek 3797744200-SVK Standard Throw Power Lens, 1.73-2.27:1 throw ratio.	\$1,358.00	\$2,716.00
A3	2	Chief CMA395 Angled Ceiling Mount Adapter	\$58.00	\$116.00
A4	2	Chief VCMU Universal Projector Mount	\$468.00	\$936.00
A5	2	Mounting Hardware , 5:1 Factor of Safety, as required.	\$136.00	\$272.00
			Total:	\$21,400.00
Front & Rear Motorized Projection Screens 16:9 Format				
B1	1	Dalite Cosmopolitan Motorized Projection Screen , 16:9 format, 122.5" W x 69" H viewing area, 2" black border. White Case. <i>Front audience-facing screen.</i>	\$1,346.00	\$1,346.00
B2	1	Dalite Cosmopolitan Motorized Projection Screen , 16:9 format, 116" W x 65" H viewing area, 2" black border. White Case. <i>Front audience-facing screen.</i>	\$1,266.00	\$1,266.00
B3	2	Dalite Low-Voltage Control Interface	\$298.00	\$596.00
B4	2	Mounting Hardware , 5:1 Factor of Safety, as required.	\$94.00	\$188.00
B5	1	Freight/Shipping	\$372.00	\$372.00
			Total:	\$3,768.00
4K PTZ Camera w/NDI IP Video & Camera Controller				
C1	1	Panasonic AW-UE80 4K60 SDI/HDMI/NDI PTZ Camera with 24x Optical Zoom (Black), 1/2.5" 4K MOS Sensor, Up to UHD 4K60 & HD Output, HDMI, SDI, NDI HX2 & IP Video Output, 24x Optical, 28x UHD & 36x HD iZoom, Wide 74.1° Horizontal Angle of View, PoE+ Support, IP, USB & RS-422 Control, Stream 1080p to Platforms via H.264/265, Stereo Mini-Jack Audio Mic/Line Input.	\$5,395.00	\$5,395.00
C2	1	Panasonic FEC-40 Wall Mount for AW-UE80 Camera (Black)	\$168.00	\$168.00
C3	1	Panasonic AWRP60GJ Remote Camera Controller, Control up to 100 Remote Cameras, Smooth Pan & Tilt Control with Joystick, Preset Position Memory Functions, Color Image Adjustment Function, Flexible System Design via IP, Built-in GUI menu screen.	\$2,275.00	\$2,275.00
			Total:	\$7,838.00

Wireless Presentation Gateway				
D1	1	Extron ShareLink Pro 500 Wireless Presentation Gateway , WebShare shares content via a Web browser, Provides full screen mirroring for all devices, Supports Mac and Windows computers as well as Apple and Android tablets and smartphones, Extron ShareLink Pro macOS app	\$1,450.00	\$1,450.00
Total:			\$1,450.00	

Video Switching & Distribution				
E1	1	Extron IN1608 xi Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension, Integrates HDMI, analog video, and audio sources into presentation systems, DTP output is compatible with HDBaseT-enabled devices, Integrated DTP inputs and output support transmission of video, control, and analog audio up to 330 feet (100 meters) over a shielded CATx cable, RS-232 insertion from the Ethernet control ports	\$2,874.00	\$2,874.00
E2	1	Kiloview N40 UHD HDMI / NDI Bidirectional Converter , Low-Profile NDI Interface, HDMI Input and Loopthrough Output, Supports up to 4K60 fps, PoE and DC Power Options, Tally Communication. <i>Converter placed downstream of video switcher/scaler, allows for NDI video inject of presentation or wireless gateway computer, with embedded audio.</i>	\$690.00	\$690.00
E3	1	Extron DTP HDMI 4K 230 Tx HDMI Twisted Pair Extender, Transmits HDMI plus control and analog audio up to 230 feet (70 meters) over a shielded CATx cable, Supports computer and video resolutions up to 4K, including 1080p/60 Deep Color. <i>HDMI over CAT5 transmitter for rear projector.</i>	\$398.00	\$398.00
Total:			\$3,962.00	

Press Audio Interface				
F1	2	Custom Audio Interfaces from existing audio system to streaming PC and presentation PC, with dedicated level/mix control.	\$146.00	\$292.00
Total:			\$292.00	

System Design, Installation, Programming, and Training				
G1	1	Design and Installation , all audio/video components, configuration as required. Remove existing projectors and screens, reinstall new screens, projectors, camera, etc.	\$4,875.00	\$4,875.00
G2	1	Hardware and Cabling , as required, <i>with full enterprise network remote control and monitoring via PC and/or iPad.</i>	\$375.00	\$375.00
G3	1	Programming of control system. as required.	\$650.00	\$650.00
G4	1	Training of staff regarding control system operation and configuration.	\$0.00	\$0.00
Total:			\$5,900.00	

All pricing good 90 days. Tax Exempt **Grand Total: \$44,610.00**

Related work not included in proposal:
*All 120VAC power conductors and conduits associated with power circuits to all equipment locations shall be furnished and installation coordinated by the client.
 Requires a dedicated 120V/20A circuit installed at projector location, client to verify.*




DU8090Z

LARGE VENUE LASER PROJECTOR WITH COMPLETE CONNECTIVITY, THAT'S 8000 ANSI LUMENS BRIGHT AND FULLY FEATURED

FEATURES

- Laser phosphor projection engine incorporates a laser design that's long lasting (20,000 hrs) and environmentally friendly
- 8,000 ANSI lumens, with a dynamic 10,000:1 contrast ratio, provide amazing image quality that's stable over time
- Built-in ACS (auto color sensor) for color and brightness consistency
- Built-in MPS (multi projector system) hardware for edge blending, flexible geometry and warping functionality
- Network connectivity for remote projector management - control and status. Ready for integration and system administration via RJ45
- Sealed optical engine and filter-less design improves performance with minimal service maintenance
- Choose the color to best fit your environment, with black and white cabinet colors available

LENS CHART

Model	D88-WF18501	D88-UWZ01	D88-WZ01	D88-ST001	D88-SMLZ01	D88-LOZ101	D88-LOZ201	D88-UST01
Part #	3797745100-SVK	3797804200-SVK	3797745200-SVK	3797744200-SVK	3797745000-SVK	3797745400-SVK	3797744900-SVK	3797855700-SVK
Lens Desc.	Wide Fixed, On Axis	Ultra-Wide Zoom Lens	Wide Zoom Lens	Regular Zoom Lens	Semi-Long Zoom Lens 1	Long Zoom Lens 1	Long Zoom Lens 2	Ultra-Short Throw Lens
Throw Ratio	0.78:1	0.75-0.93:1	1.25-1.8:1	1.73-2.27:1	2.22-3.67:1	3.58-5.38:1	5.31-8.26:1	0.38:1 On Axis
Image Size Diagonal	40-500" (1.02-12.7 m)	40-500" (1.01-12.7 m)	40-500" (1.02-12.7 m)	40-500" (1.02-12.7 m)	40-500" (1.02-12.7 m)	40-500" (1.02-12.7 m)	40-500" (1.02-12.7 m)	100-350" (2.54-8.9 m)
Projection Distance	20-118" (0.62-10.36 m)	24.4-376" (0.62-10.4 m)	39.3-770" (1.0-19.6 m)	58-276" (1.45-24.85 m)	74.7-1583" (1.9-40.3 m)	118-2318" (3-59 m)	174-3597" (4.42-91.5 m)	33.4-107.7" (0.85-2.74 m)

DU8090Z

The DU8090Z laser projector takes projection to the next level, with impressively vivid colors and a high brightness of 8,000 ANSI lumens. Built lamp-free, it provides a low cost of ownership, with minimal maintenance, and gives a stable, high-quality projection for up to 20,000 hours. Complete lens set together with a full feature set the DU8090Z offers the best performance and value in the next generation of advanced technology projection — laser. The DU8090Z offers the most immersive big-screen experience available in digital projection.



SPECIFICATIONS

Display Type	Single Chip 0.67" DLP™ Technology by TI
Brightness	8,000 ANSI Lumens
Native Resolution	WUXGA (1920 x 1200)
Maximum Resolution	WUXGA (1920 x 1200) at 60 Hz (Reduced Blanking)
Contrast Ratio	10,000:1
Light Engine Life and Type	Up to 20,000 Hours, Laser Phosphor Light Engine
Image Size (Diagonal)*	40" - 500", 1 - 12.7 m
Aspect Ratio	16:10
Offset	Motorized Lens Shift, Horizontal and Vertical
Keystone Correction	Horizontal ± 60°, Vertical ± 40°
Horizontal Frequency	15 - 108 Hz
Vertical Scan Rate	50 - 85 Hz
Edge Blending	Yes (Built-in)
Warping	Yes (Built-in)
3D Functionality	Yes; DLP® Link™, HDMI v1.4 (Blu-ray, Side by Side, Frame Packing, Top and Bottom)
Lens Shift Range**	Vertical: 0-50%, Horizontal: ±10%
Computer Compatibility	VGA, SVGA, XGA, WXGA, SXGA, SXGA+, UXGA, 1080P, WUXGA at 60 Hz, Max
Video Compatibility	SDTV (480i, 576i), EDTV (480p, 576p), HDTV (720p, 1080i/p) NTSC (M, 3.58/4.43 MHz), PAL (B, D, G, H, I, M, N), SECAM (B, D, G, K, K1, L), WUXGA at 60 Hz Max
I/O Connection Ports	HDMI v1.4a (x2) DVI-D, Component (5 BNC), VGA-In, 3G-SDI-In/Out, RS-232, VGA-Out, 3D-Sync In/Out, 12v Trigger, Wired Remote, HDBaseT™/LAN (Shared)
Projection Method	Flexible 360°; Image Correction for Table Top, Ceiling Mount
Security Solutions	Kensington® Security Slot, Security Bar, Keypad Lock, Anti-Theft Lens Screw
Dimensions (WxDxH)	19.7" x 22.8" x 8.1", 500 x 580 x 205 mm
Weight	28 kg (61.7 lbs)
Cabinet Colors	Black, White
Noise Level	40 dB (Normal Mode)
Power Supply	AC 100-240 V, 50/60 Hz
Power Consumption	Full Power: 990 Watts, Standby Power < 6W
Standard Accessories	Replacement Lamp, Interchangeable Lens (Five), AC Power Cord, Remote, Lens Cap, Anti-Theft Lens Screw, Documentation Kit
Optional Accessories	Interchangeable Lens Options (x8), NovoPRO
Warranty	5-Year Parts & Labor or 20,000 Hours (Whichever Comes First) and 3-Year Advanced Exchange Warranty



*Note: Regular Lens

**Note: Lens shift compatibility with all lenses except D88-WF18501 Wide Fixed Lens (3797745100-SVK) and D88-UST01 Ultra-Short Throw Lens (3797855700-SVK). Screen height or screen width/2 x % max.

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COSMOPOLITAN® ELECTROL®

4:3 VIDEO FORMAT DIMENSIONS

Viewing Area H x W		Nominal Diagonal		Overall Case Length	
in.	cm	in.	cm	in.	cm
43" x 57"	109 x 145	72"	183	68"	173
50" x 67"	127 x 170	84"	213	78"	198
57" x 77"	145 x 196	96"	244	92"	234
60" x 80"	152 x 203	100"	254	92"	234
69" x 92"	175 x 234	120"	305	104"	264
87" x 116"	221 x 295	150"	381	128"	325
105" x 140"	267 x 356	180"	457	152"	386

16:9 HDTV FORMAT DIMENSIONS

Viewing Area H x W		Nominal Diagonal		Overall Case Length	
in.	cm	in.	cm	in.	cm
45" x 80"	114 x 203	92"	234	92"	234
52" x 92"	132 x 234	106"	269	104"	264
54" x 96"	137 x 244	110"	279	108"	274
58" x 104"	147 x 264	119"	302	116"	295
65" x 116"	165 x 295	133"	338	128"	325
78" x 139"	198 x 353	159"	404	152"	386

16:10 WIDE FORMAT DIMENSIONS

Viewing Area H x W		Nominal Diagonal		Overall Case Length	
in.	cm	in.	cm	in.	cm
50" x 80"	127 x 203	94"	239	92"	234
57½" x 92"	146 x 234	109"	277	104"	264
60" x 96"	152 x 244	113"	287	108"	274
65" x 104"	165 x 264	123"	312	116"	295
69" x 110"	175 x 279	130"	330	122"	310
72½" x 116"	184 x 295	137"	348	128"	325
87" x 139"	221 x 353	164"	417	152"	386

SQUARE FORMAT DIMENSIONS

Size H x W		Overall Case Length	
in.	cm	in.	cm
50" x 50"	127 x 127	58"	147
60" x 60"	152 x 152	68"	172
70" x 70"	178 x 178	78"	198
84" x 84"	213 x 213	92"	234
6' x 8'	183 x 244	104"	264
8' x 8'	244 x 244	104"	264
7' x 9'	213 x 274	116"	295
9' x 9'	274 x 274	116"	295
8' x 10'	244 x 305	128"	325
10' x 10'	305 x 305	128"	325
9' x 12'	274 x 366	152"	386

Optional floating mounting bracket allows screen to be mounted onto wall or ceiling studs and aligned left or right.



For Ceiling Trim Kit for Cosmopolitan® Electrol® sizes up to 9' x 12', see accessories on page 64.



See page 64 for veneer choices.



Built-in control options on page 44. Additional control options on pages 62-63.

Wall and Ceiling Mounted Electric Screen



- Ideal for applications where a recessed installation is not desired or feasible.
- Patented in-the-roller motor mounting system for quiet operation.
- Handsome white case blends with any decor.
- An optional choice of seven veneer finishes are also available for the screen case for a warm, elegant look.

Available Screen Surfaces: Matte White, High Contrast Matte White, Video Spectra 1.5, Silver Lite 2.5, High Power® and High Contrast High Power®.

See pages 6-10 for surface descriptions.

Panasonic

BUSINESS

AW-UE50W AW-UE40W [White Model]
 AW-UE50K AW-UE40K [Black Model]
 4K Integrated Camera For Indoor Use



**Provides hybrid online-offline environment.
 Standard models suitable for use in online classes
 and online briefing sessions.**

Camera unit performance and functions that assure high-quality video streaming

Featuring 4K resolution, wide-angle coverage of up to 74.1° horizontal and max. 24x optical zoom, the UE50/40 maintains "the ambience of hall" intact in streaming videos.

The Auto Tracking Software and image stabilizer function contribute to stable video streaming.

Unit size, quietness and stability for anywhere use

The UE50/40 is lightweight and compact. The new direct-drive motor with an operating sound of NC25 or lower achieves high stopping position precision and enables accurate camerawork, so it can be installed and used at any video shooting sites. The UE50/40 supports NDI®|HX*1 and SRT**2 to assure stable and safe streaming of videos.

*1 In this instance, NDI® is used to indicate low latency with high bandwidth NDI®, NDI®|HX is used to indicate high efficiency low bandwidth NDI®|HX. In the NDI®|HX mode, 4K video signals cannot be output. AW-UE50/AW-UE40 supports NDI®|HX version 2 and Full HD output.

**2 Abbreviation for Secure Reliable Transport

Excellent system flexibility to achieve smart wiring and smooth operation

By using a Panasonic remote camera controller or linking with the software makes, the camera can be easily installed, managed and operated. The UE50/40 is suitable for replacing an existing camera or for expanding the present system.



Various features and functions to respond flexibly to any video shooting needs.

Support SRT¹ to ensure stable video streaming.



The UE50/40 supports SRT, a next-generation video transport protocol which works well even with an unstable network environment and which provides robust security.

*1 Abbreviation for Secure Reliable Transport

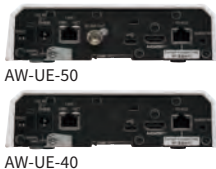
Use in Online Conferences as Web Camera.

The UE50/40 supports UVC* so the video and audio signals can be transmitted over USB. By using the PTZ Virtual USB Driver software and connecting with a LAN cable, it is possible to use the UE50/40 as a USB camera. Linkage with Panopto is also possible.

*UVC: USB video class
A standard for connecting video-handling devices such as webcams to a computer via USB.

Supports 4 kinds of Interfaces

The UE50/40 supports four kinds of output interfaces—3G-SDI*, HDMI, IP and USB—so it can be used together with a wide range of devices.



*3G-SDI is supported only by AW-UE50.

Accessories



**Remote Camera Controller
AW-RP150GJ**
High operability ensured through touch-panel GUI monitor and a new type of joystick.



**Remote Camera Controller
AW-RP60GJ**
Equipped with a GUI menu screen for clear visibility and a joystick for intuitive control.



**Auto Tracking Software Key
AW-SF100/AW-SF200**
Face Recognition and Human Body Detection for High Precision and Smooth Tracking Control for Natural-looking Video.



**Visual Preset Software Key
AW-SF300**
GUI screen that enables the subject of multiple PTZ Cameras to be switched with a single click of an icon.

Panasonic

Panasonic Corporation
Connected Solutions Company

2-15 Matsuba-cho, Kadoma, Osaka 571-8503 Japan

SP-UE50/40PEWEB 202110SP

Supports NDI[®]|HX version 2

The UE50/40 realizes effective IP transmission of high-image-quality videos even with a limited bandwidth. Since the video source can be accessed from any devices on the same network, even devices with unknown IP addresses are automatically recognized.

*NDI[®] is a new IP protocol developed by NewTek, Inc. This protocol supports live video production workflows.
*NDI[®] is a registered trademark of NewTek, Inc. in the United States.

Single controller* can control up to 200 camera units.

By using the free software, PTZ Control Center, or connecting a Panasonic remote camera controller, multiple remote camera units can be controlled all at once from the single controller for easy management and control.

*This function can be used only with Panasonic PTZ camera controllers AW-RP150GJ and AW-RP60GJ.

Other Features

- Unit design makes the lens unnoticeable.
- Equipped with Privacy Mode which positions the lens toward the back when on standby.
- Equipped with Optical Image Stabilizer.(OIS)
- Operatable from Web GUI.

Specifications

	AW-UE50W/K	AW-UE40W/K
Comprehensive		
Power Requirements	DC 12 V ± 10 % (10.8 V to 13.2 V) (Supplied AC adapter)	
PoE+	IEEE 802.3 at compliant : DC42-57 V (Camera Input)	
Current Consumption	1.8 A (AC adaptor input) , 0.6 A (PoE+ power supply)	
Mass	Approx. 1.8 kg (3.97 lbs) (excluding ceiling mounting bracket)	
External dimensions	Width 160.0 mm × Height 192.1 mm × Depth 166.0 mm (6.299 inches × 7.563 inches × 6.535 inches) (Excluding protrusions, cable cover, ceiling mounting bracket)	
Camera part		
Image Sensors	1/2.5-type MOS×1	
Lens	Electric 24 x optical zoom F1.8 ~ F4.0 (f = 4.12 mm ~ 98.9 mm , 35 mm conversion : 25.0 ~ 600.0 mm)	
Zoom magnification	<ul style="list-style-type: none"> • Optical zoom: 24 x • i.Zoom UHD 28 x , FHD 36 x • Digital extender zoom: 1.4 x , 2 x 	
Angle of View Range	Horizontal angle of view: 74.1° (wide) to 3.3° (tele) Vertical angle of view: 46.0° (wide) to 1.9° (tele) Diagonal angle of view: 81.8° (wide) to 3.8° (tele)	
Horizontal Resolution	UHD: 1,500 Typ (Center area) FHD: 1,000 Typ (Center area)	
Output Format	SDI	HD
		1080/59.94p, 1080/50p, 1080/59.94i, 1080/50i, 1080/29.97p(Native), 1080/25p(Native), 1080/23.98p(over59.94i), 1080/29.97psF, 1080/25psF, 1080/23.98psF, 1080/24p(Just), 1080/23.98p(Native), 720/59.94p, 720/50p
	HDMI	4K
		2160 / 29.97p (Native), 2160 / 25p (Native), 2160 / 24p (Just), 2160 / 23.98p (Native)
		1080/59.94p, 1080/50p, 1080/59.94i, 1080/50i, 1080/29.97p(Native), 1080/25p(Native), 1080/23.98p(over59.94p), 1080/24p(Just), 1080/23.98p(Native), 720 / 59.94p, 720/50p
	HDMI	HD
		1080/59.94p, 1080/50p, 1080/59.94i, 1080/50i, 1080/29.97p(Native), 1080/25p(Native), 1080/23.98p(over59.94p), 1080/24p(Just), 1080/23.98p(Native), 720 / 59.94p, 720/50p
Output		
Video Output	HDMI	HDMI 1.4 connector, 4:2:2 / 10 bit
	3G-SDI OUT	SMPTE 292 M , 424 M / 75 Q (BNC×1)
Input/output		
Input/Output Connector	LAN	LAN terminal for IP control (RJ-45)
	RS-422	CONTROL IN RS422A (RJ-45)
	MIC/LINE input	AAC compatibility (compatible with IP only), Ø3.5 mm stereo mini jack
	During MIC input	Input level: -40 dBV (0 dB = 1 V / Pa, 1 kHz), Supply voltage: 2.5 V ± 0.5 V (plug-in power compatible)
	During LINE input	Input level: -10 dBV
Rotating platform part		
Pan operating range	± 175°	
Tilt operating range	-30° ~ 90° *1	
IP Streaming		
Image Streaming Mode	JPEG (MJPEG), H.264 , H.265 , NDI [®] HX ^{2,3,4,5} version 2 (H.264)	
Image resolution	1920×1080, 1280×720, 640×360, 320×180	
Image Transmission Setting	H.264	Transmission Type: Unicast port (AUTO), Unicast port (MANUAL), Multicast port Frame rate: [At 60Hz] 5fps / 15fps / 30 fps / 60 fps , [At 50Hz] 5 fps / 12.5 fps / 25 fps / 50 fps Max Bit Rate: 512 kbps / 768 kbps / 1024 kbps / 1536 kbps / 2048 kbps / 3072 kbps / 4096 kbps / 6144 kbps / 8192 kbps / 10240 kbps / 12288 kbps / 14336 kbps / 16384 kbps / 20480 kbps / 24576 kbps /
	H.265	Transmission Type: Unicast port(AUTO), Unicast port (MANUAL), Multicast port Frame rate: [At 60Hz] 30 fps / 60 fps , [At 50Hz] 25 fps / 50 fps Max Bit Rate: Same specifications as H.264
	NDI [®] HX ⁵ version 2	Transmission Type: TCP / UDP , Unicast / Multicast

*1 The main unit may appear in the video depending on the pan/tilt position.

*2 NDI[®] is a new protocol developed by NewTek, Inc. that supports IP video production workflow.

*3 NDI[®] is a registered trademark of NewTek, Inc. in the United States.

*4 In this instance, NDI[®] is used to indicate low latency with high bandwidth NDI[®].NDI[®]|HX is used to indicate high efficiency low bandwidth NDI[®]|HX. In the NDI[®]|HX mode, 4K video signals cannot be output. AW-UE50/AW-UE40 supports NDI[®]|HX version 2 and Full HD output.

5 For details, please contact a sales representative of Panasonic. To use NDI[®]|HX, the driver must be installed and activated.

*This specification is a part. Please see the website for details.



For more information, please visit
Panasonic web site

https://pro-av.panasonic.net/en/?cid=ad_gr-mz_prd_mebd-ue80_211012_all_s_gj



Broadcast and
Professional
AV Website



Contact
Information



Facebook



Mobile App



Factories of AVC Networks Company have received ISO14001:2004-the Environmental Management System certification. (Except for 3rd party's peripherals.)

Panasonic

BUSINESS

AW-RP60GJ

Remote Camera Controller

(AC adaptor sold separately)



Equipped with a GUI menu screen for clear visibility and a joystick for intuitive control.

Compact Remote Camera Controller with PoE*1 support for single cable connection.



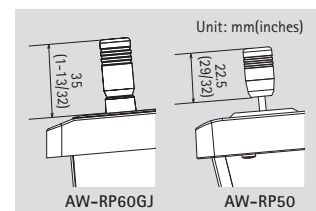
Equipped with a 3.5-type LCD screen

The AW-RP60GJ is equipped with a 3.5-type LCD screen to deliver a GUI menu where the information you need is provided at a glance for intuitive and quick camera control.



New Joystick with enhanced operability

The new joystick supports smooth pan and tilt operations and ensures accurate capture of your target image. The grip of joystick is approximately 1.5 times larger than previous model AW-RP50, realizing more stable operation.



Flexible customization features

The controller is equipped with four user assignable buttons, to which up to eight functions*2 of your choice can be assigned. Each preset name can also be customized with a PC tool. These flexible features of the controller make it perfect for use in a wide range of environments, from lectures and corporate seminars to live streaming and broadcasting at amusement facilities.

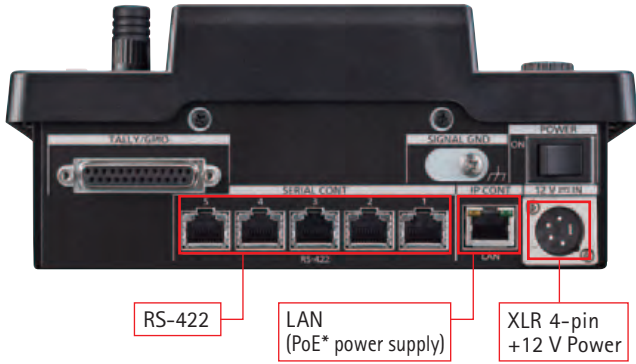
PoE*1 support/Advanced camera adjustment

PoE*1 support enables power supply and camera control to be delivered via a single ethernet cable. In addition to camera control operation, gamma, white balance and other color adjustment functions can be performed, making advanced camera adjustments possible.

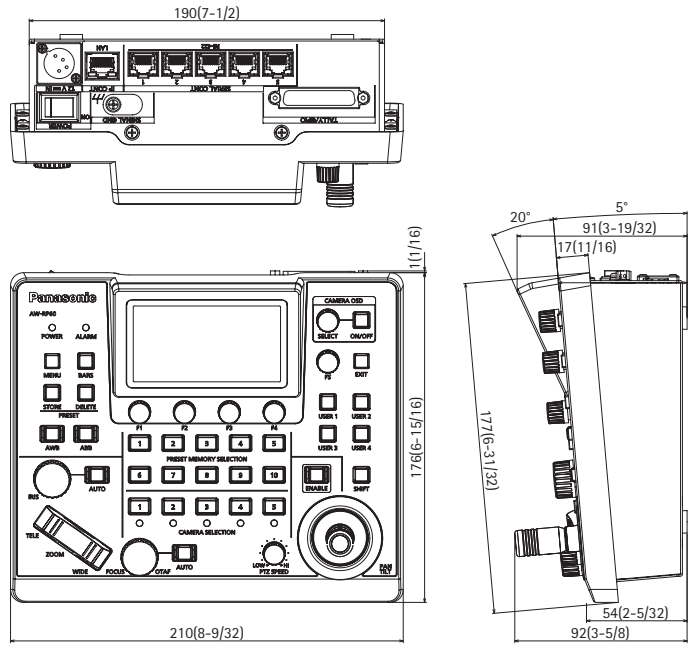
*1: PoE is the abbreviation for Power over Ethernet. *2: Enable user button 5 through 8 by pressing the shift button.

For supported cameras, please visit Panasonic web site <<https://pro-av.panasonic.net/en/products/aw-rp60gj/>>.

<Rear View>



<Dimensions>



Unit: mm(inches)

<Specifications>

Power Requirements	12 V DC (10.8 V to 13.2 V)	
PoE*	IEEE802.3af standard: 42 V to 57 V DC (Camera Input)	
Current Consumption	0.9 A (XLR connector input), 0.3 A (PoE power supply)	
Mass	1.5 kg (3.31 lbs)	
Dimensions	W 210 mm x H 92 mm x D 177 mm (8-9/32 inches x 3-5/8 inches x 6-31/32 inches) (excluding protrusions)	
Display	3.5-type liquid crystal (QHD 960 x 540)	
Connection Specifications	No. of Connectable Cameras 200 (IP), 5 (RS422) *Up to 100 for cameras other than the AW-UE150	
	Remote Camera Selection	5 (6 to 200 controlled from the LCD)
	No. of Camera Groups	20 (10 units/group)
	No. of Memory Presets	100

*PoE is the abbreviation for Power over Ethernet.

- Power supply not included. An AC adaptor or PoE HUB is required.
- Specifications are subject to change without prior notice.

■ Optional Products



AC Adaptor
AW-PS551



Panasonic Corporation
Connected Solutions Company
2-15 Matsuba-cho, Kadoma, Osaka 571-8503 Japan



For more information, please visit Panasonic web site
<https://pro-av.panasonic.net/en/qr/>



Factories of AVC Networks Company have received ISO14001:2004-the Environmental Management System certification. (Except for 3rd party's peripherals.)



Broadcast and Professional AV Website



Contact Information



Facebook



Mobile App

ShareLink Pro 500

WIRED AND WIRELESS PRESENTATION GATEWAY



macOS



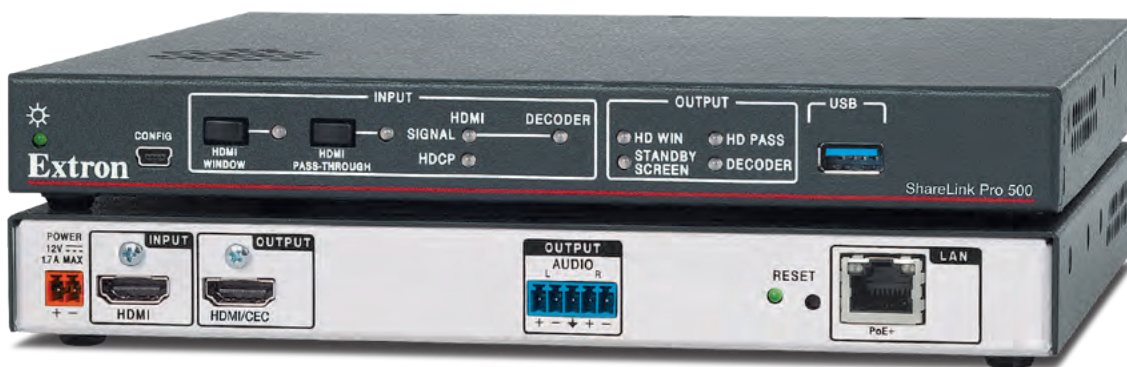
Powerful and Cost-Effective Wireless Collaboration

- ▶ Easily share content from any device
- ▶ Provides full screen mirroring for all devices
- ▶ Wireless and wired sources can collaborate simultaneously
- ▶ Supports Mac and Windows computers as well as Apple and Android tablets and smartphones
- ▶ Dedicated app provides consistent user experience across platforms
- ▶ View up to four pieces of content simultaneously from any connected user

Extron

ShareLink Pro 500

The Extron ShareLink Pro 500 is a Wired and Wireless Presentation Gateway that enables anyone to present content from computers, tablets, or smartphones onto a display for easy and cost-effective collaboration. It features advanced technology that supports simultaneous display of up to four devices, including an HDMI-connected device. The HDMI input supports wired devices, such as a signage player or other AV source. The ShareLink Pro 500 has collaboration and moderator modes that facilitate both open and controlled collaboration environments. When used with Extron GVE – GlobalViewer Enterprise software, multiple units can be managed across an enterprise or campus. The ShareLink Pro 500 offers professional capabilities that make it easy to integrate AV and mobile devices into huddle, meeting, and collaboration spaces.



ShareLink Pro 500 facilitates easy full-screen mirroring for all devices, from Mac and Windows computers to Android and Apple devices, displaying the entire screen for more fluid and easy collaboration sessions. Install the user-friendly software for screen mirroring, application window sharing, and access to advanced features such as moderated collaboration.



macOS



Easily Share Content

Users who want to share content without installing software can use Miracast™, Apple Mirroring, or WebShare™. Users with Windows 10 devices can use Miracast™ via the ShareLink Pro WFA 100, optional USB adapter. Users with Mac or iOS devices can use their built-in Apple Mirroring features to share content. Finally, WebShare enables sharing via a user's Chrome web browser, for quick content sharing.

FEATURES

Easily share content from any device

Users who want to share content without installing software can use Miracast™ with the WFA 100 adapter, WebShare™, or Apple Mirroring.

Provides full screen mirroring for all devices

Display the entire screen of your device through the wireless presentation system for more fluid and easy collaboration sessions.

Wireless and wired sources can collaborate simultaneously

HDMI input enables wired users or sources to collaborate simultaneously with wireless users in the same session.

Supports Mac and Windows computers as well as Apple and Android tablets and smartphones

Dedicated app provides consistent user experience across platforms

Similar interface for all platforms makes it easy for users to assist one another or move between devices regardless of how they connect and share content.



View up to four pieces of content simultaneously from any connected user

Fosters effective collaboration and discussion by comparing multiple sources concurrently and by reducing or eliminating the need to switch between sources.

Centralized Management

Monitor ShareLink Pro 500 usage, update firmware, and restore saved configurations to multiple units from one central location.

HDMI input supports computer and video resolutions up to 4K

Supports resolutions up to 4096x2160 with 4:4:4 chroma sampling at 8 bits of color in bypass mode.

Collaboration mode allows any attendee to display content and control the presentation

Enables content display from any connected device to enhance interactivity in brainstorming sessions, team meetings, and other collaborative environments.

Moderator mode ensures only approved users' content is displayed

Enables the moderator to select which users can access the display and how the content is displayed.

Display codes ensure content is delivered only to the selected display devices

Randomly generated or user-defined display authentication codes prevent unintentional sharing or display of content to an adjacent space.

WebView™ technology displays slide images on attendee's personal devices via a Web browser

The ShareLink Pro 500 can display content on a participant's mobile device. This is ideal for attendees who cannot easily view the main display.

Fully customizable welcome screen

Multiple configuration options to show, hide, or customize information on the welcome screen, so users can quickly connect and begin sharing their content.

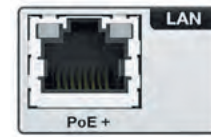
Connects to an existing wireless network

ShareLink Pro 500 leverages the existing wireless network infrastructure, providing easy wireless connection for a variety of mobile devices.

128-bit data encryption

A variety of security protocols ensure that all content transmitted between devices and the ShareLink Pro 500 is fully encrypted and secure.

Display control using CEC over HDMI connection



PoE+ delivers power and communication over a single Ethernet cable, eliminating the need for a local power supply - Power injector sold separately.

Includes user-friendly software for screen mirroring, sharing, and advanced control

Provides both an executable that does not require administrator access rights and a version that can be deployed by IT administrators.

Video screen saver

The ShareLink Pro 500 can be set to automatically mute video and sync output to the display device when no active connections are detected, automatically entering the display into standby mode to conserve energy, reducing costs and promoting panel life.

Easy setup and commissioning with Extron PCS – Product Configuration Software

Conveniently configure multiple products using a single software application.

Compatible with Extron mounting solutions

Easy mounting with Extron low-profile and under-desk mounts, under-table kits, and rack-shelf options.

1" (2.5 cm) high, half rack width metal enclosure

Compact, low profile enclosure allows discreet installation within a lectern or behind a flat panel display.

ShareLink Pro Key Feature Comparison

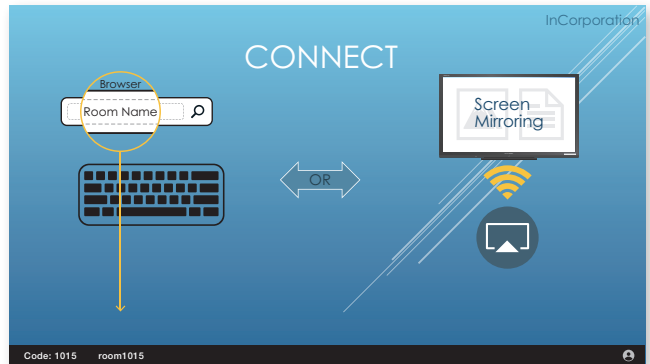
	ShareLink Pro 1000	ShareLink Pro 500
Max Output Resolution*	4K	1080p
Ethernet Ports	Dual	Single
Display Control Options	RS-232/CEC	CEC
TeamWork Show Me Support	•	
Contact/Tally Control	•	

*When sharing content via software app

ENTERPRISE FUNCTIONALITY

Customized Welcome Experience

The ShareLink Pro 500 features a fully-customizable welcome screen with multiple configuration options to assist users in quickly connecting their devices and sharing content. Custom welcome images such as organization-specific connection instructions can be uploaded and shown as the default Welcome Screen on the display. IP or Hostname information can be displayed or hidden, as desired. Multiple images can also be displayed to provide more detailed connection instructions, support information, or any other local information. A signage player can be connected to the HDMI input connection, so the ShareLink Pro 500 can act as a signage display when not in use for collaboration sessions, displaying updated organizational information from the signage player until the first wireless user connects, and returning to a signage display once all wireless users have disconnected.



Custom Welcome screen with preferred connection methods and company logo in upper right

Code: 1015



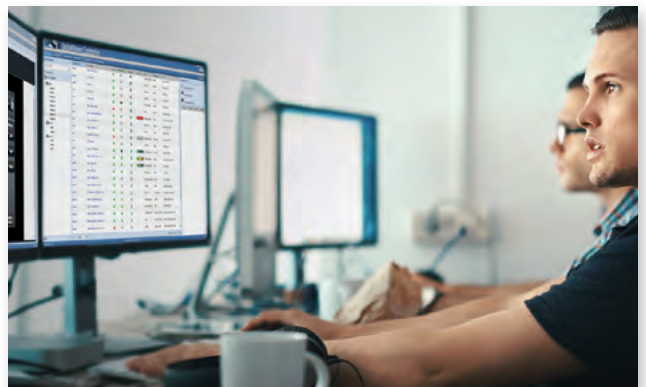
Secure Collaboration

The ShareLink Pro 500 features a suite of security protocols to ensure a safe and protected collaboration environment. All content transmitted between devices running the ShareLink Pro software and the ShareLink Pro 500 is safeguarded with 128-bit encryption. Communications between user devices and the ShareLink Pro 500 are protected with the HTTPS secure connection protocol. Control, monitoring, or management applications using an Extron control system communicate with the ShareLink Pro 500 using SSH for secure communication. For environments with multiple ShareLink Pro systems, entry of a four-digit code can be required on the Welcome Screen before users can share content to the display. This feature is particularly useful to ensure users only see their content in environments that may have multiple units in close proximity, such as huddle spaces, active learning environments, office buildings, or classroom buildings.

In addition to an administrative password, additional optional passwords can be setup for a moderator or for all users, providing another layer of protection for secure collaboration.

Centralized Management

With the ShareLink Pro 500, setting up or managing several ShareLink Pro systems is practically as easy as setting up or managing a single system. Extron's PCS – Product Configuration Software conveniently sets up and configures one or many units simultaneously. PCS can save configurations for future use when expanding ShareLink Pro systems, or when restoring a unit that has been replaced. PCS also allows multiple units to receive firmware updates concurrently, saving time and greatly improving efficiency. In addition, Extron's powerful and flexible GlobalViewer Enterprise software enables the management, monitoring, and control of ShareLink Pro systems over any standard Ethernet network.



IN1608 xi

EIGHT INPUT SCALING
PRESENTATION SWITCHER
WITH DTP EXTENSION

DTP
SYSTEMS

Complete AV Switching and
Processing in One Box

- ▶ Integrates HDMI, analog video, and audio sources into presentation systems
- ▶ Four HDMI inputs, two DTP inputs and two universal analog video inputs
- ▶ Two HDMI outputs plus one DTP output with configurable HDBaseT compatibility
- ▶ Two mic/line mix inputs with 48 volt phantom power and ducking
- ▶ High performance scaling engine with 30-bit precision processing
- ▶ Available with integrated IPCP Pro control processor and optional stereo or mono Class D audio power amplifiers



Extron Electronics
INTERFACING, SWITCHING AND CONTROL

Introduction

The Extron **IN1608 xi** is an HDCP-compliant scaling presentation switcher with four HDMI inputs, two universal analog video inputs, and two Extron DTP inputs. It provides dual HDMI outputs and one DTP® output that is also configurable for HDBaseT compatibility. The DTP inputs and output work with DTP endpoints to extend video, audio, and bidirectional control signals over a single shielded CATx cable. The IN1608 xi provides the convenience of supporting local and remote sources and displays, with fast and reliable source switching, and a high performance scaling engine that converts all HDMI and analog sources to the optimal resolution. The two universal analog video inputs are configurable for RGB computer-video, HDTV, component video, S-video, or composite video. The IN1608 xi also includes a host of audio switching and processing features. Models are available with a built-in Class D audio power amplifier and an IP Link® Pro control processor for complete AV system control.

Integrated Digital Twisted Pair Extension

The two DTP twisted pair inputs can receive signals from remote DTP transmitters in areas such as a conference table, lectern, or wall for connecting a guest laptop. The DTP output can be used to transmit from an IN1608 xi in a rack to a DTP receiver behind a flat-panel display on a wall, above a ceiling-mounted projector, or any other remote location. Additionally, the IN1608 xi can send power to each of the DTP transmitters and receiver over the same shielded CATx cable, streamlining system design and installation. DTP transmitters and receivers are available in compact, low-profile enclosures, plus decorator-style wallplate and floorbox versions.

High Performance Video Processing

The IN1608 xi features an advanced scaling engine that can scale HDMI, RGB, component, and standard definition video signals to a common high resolution output. It provides high performance deinterlacing of all interlaced signals up to 1080i, and 4:4:4 Color

processing to deliver optimal image quality. The IN1608 xi accepts and outputs signals up to 1920x1200, including 1080p/60 and 2K.

Audio Integration Capabilities and Available Power Amplifier

In addition to video switching and processing, the IN1608 xi can serve as the central component for audio system integration. It includes eight-input audio switching, two mic/line inputs with phantom power, HDMI audio embedding and de-embedding, and several audio processing features for mixing, ducking, tone adjustments, and more.

IN1608 xi models are available with a choice of integrated power amplifiers. IN1608 xi SA models deliver stereo power amplification with 50 watts rms per channel into 4 ohms or 25 watts rms per channel into 8 ohms, while IN1608 xi MA models provide mono 70 volt amplification with 100 watts rms output.

Powerful Control System Integration



IN1608 xi IPCP models feature a built-in Extron IPCP Pro control processor,

with advanced features, processing power, and breakthrough technologies. The IN1608 xi IPCP delivers high-speed processing and abundant control port capacity for complete, customizable control of an entire AV system. In addition, IN1608 xi IPCP models feature an integrated three-port AV LAN switch that allows AV devices to be isolated from the corporate network.

As with all Extron control systems, the IN1608 xi IPCP is very intuitive and easy to configure with Global Configurator software. The latest version includes powerful, advanced features such as conditional logic, local variables, and macros. Global Configurator Professional adds unprecedented scalability with Controller Groups, a unique feature that allows an IN1608 xi IPCP to be combined with additional IP Link Pro processors to create a large-scale control system.

Purchasing an Extron LinkLicense for User Interfaces with the IN1608 xi IPCP enables a tablet or laptop to serve as the primary interface for the AV system. This gives the ability to design interfaces for specific user roles in an organization, and to replicate an interface on multiple devices.



Features

Two DTP inputs, four HDMI inputs, and two universal analog video inputs

The IN1608 xi allows for switching between digital and analog video sources. Two universal analog inputs accept all standard analog video formats, including RGB, RGBcV_S, HD component video, S-video, and composite video signals.

Three simultaneous video outputs

One DTP twisted pair output, and two HDMI outputs are available for driving three displays.

Compatible with all DTP Series models and DTP-enabled products

Enables mixing and matching with desktop and wallplate transmitters and receivers, as well as other DTP-enabled products.

Integrated DTP inputs and output support transmission of video, control, and analog audio over a shielded CATx cable

The IN1608 xi supports a maximum transmission distance of 330 feet (100 meters).

DTP output is compatible with HDBaseT-enabled devices

The DTP output can be configured to send video and embedded audio, plus bidirectional RS-232 and IR signals to HDBaseT-enabled displays.

Compatible with CATx shielded twisted pair cable

Extron XTP DTP 24 shielded twisted pair cable is strongly recommended for optimal performance.

Bidirectional RS-232 and IR pass-through for AV device control

Available with integrated IPCP Pro control Processor

IN1608 xi IPCP models include a built-in IPCP Pro control processor for complete AV system control.

RS 232 insertion from the Ethernet control ports

System level device control to all remote locations via the switcher's Ethernet ports, providing comprehensive control of endpoints and attached devices without needing additional equipment.

Two mic/line inputs with 48 volt phantom power

Mic ducking

Automatically reduces program audio when a microphone signal is detected, replacing the need for a separate audio ducking processor.

Auto-switching between inputs

HDMI audio embedding

Analog input audio signals can be embedded onto the HDMI output signals.

HDMI audio de-embedding

Embedded HDMI two-channel PCM audio can be extracted to the analog outputs, or multi-channel bitstream formats can be passed to the HDMI outputs.

Selectable output rates

Available output rates include computer and video up to 1920x1200, including 1080p/60 and 2K.

Advanced scaling engine with 30-bit precision processing

Motion-adaptive deinterlacing for signals up to 1080i

HDCP compliant

This ensures display of content-protected media and interoperability with other HDCP-compliant devices.

User-selectable HDCP authorization

This allows individual inputs to appear HDCP compliant or non-HDCP compliant to the connected source, which is beneficial if the source automatically encrypts all content when connected to an HDCP-compliant device. Protected material is not passed in non-HDCP mode.

Supported HDMI specification features include data rates up to 6.75 Gbps, Deep Color, and HD lossless audio formats

Extron-exclusive digital video technologies

The IN1608 xi includes EDID Minder[®], Key Minder[®], and SpeedSwitch[®] to simplify integration of HDMI sources and displays, and to help ensure optimal system performance and dependability.

Aspect ratio control

The aspect ratio of the video output can be controlled by selecting a FILL mode, which provides a full screen output, or a FOLLOW mode, which preserves the original aspect ratio of the input signal.

HDCP Visual Confirmation

When processing HDCP-encrypted content, the IN1608 xi outputs a full-screen green signal on any video output connected to a non-HDCP compliant display for immediate visual confirmation that protected content cannot be viewed on the display.

HDMI to DVI Interface Format Correction

Auto-Image setup

When activated, the IN1608 xi automatically optimizes the image by analyzing and adjusting to the video input signal.

Auto Input Memory

When activated, the IN1608 xi automatically stores size, position, and picture settings based on the incoming signal.

Output muting control

Provides the capability to mute one or all outputs at any time.

Output Standby Mode

The unit can be set to automatically mute video and sync output to the display device when no active input signal is detected.

Power Save Mode

The IN1608 xi can be placed in a low power standby state to conserve energy when not in use.

Internal video test patterns and pink noise generator for calibration and setup

Ethernet, USB, and RS-232 control

DTP
SYSTEMS

IP LINK PRO

**EDID
MINDER**

SPEED SWITCH

**KEY
MINDER**

RESOLUTION NO. 2022-340-R

**A RESOLUTION AUTHORIZING FUNDING FROM
THE CITY COUNCIL SPECIAL PROJECTS BUDGET
FOR BANNERS AND STENCILS FOR TOWN MADISON**

WHEREAS, the City of Madison, Alabama, a municipal corporation, has established a budget line item called the Council Special Projects Budget (A/C 10-090-000-2931-00); and

WHEREAS, the City maintains a fund for said budget, the proceeds of which are to be expended exclusively for public or municipal purposes and projects that may arise during the course of the fiscal year and that are not otherwise provided for in the City’s budget; and

WHEREAS, the City Council finds that an expenditure of public funds to provide funding for banners and stencils for boundary sidewalk markings serves a public purpose;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council authorizes a disbursement from the Council Special Projects Budget for the above-described project not to exceed seven hundred and six dollars and eighty-five cents (\$706.85).

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 19th day of December 2022.

Renea Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2022.

Paul Finley, Mayor
City of Madison, Alabama



Office: (256) 536-4232 | 58 Shields Rd.
Fax: (256) 534-2702 | Huntsville, AL 35811

TRAV-AD SIGNS

www.trav-adsigns.com • sales@trav-adsigns.com

PROPOSAL Proposal #: 33247

Proposal Date: 10/14/22
Customer #: 1321
Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF MADISON 100 HUGHES ROAD MADISON AL 35758	CITY OF MADISON TOWN MADISON MADISON AL 35758 REQUESTED BY: MATT DAVIDSON

TRAV-AD SIGNS, INC. (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #25152 BANNER FOR LIGHT POLE 30" W X 48" H BANNER WITH MOUNTING HARDWARE **PRICE DOES NOT INCLUDE INSTALLATION** ***PLEASE AT \$100 EACH FOR INSTALL***	\$375.00	\$375.00
1	QUOTE #25153 STENCILS FOR BOUNDARY SIDEWALK MARKINGS QTY (4) 2'X3' STENCILS APPROX 1/16" PLASTIC ROUTED **PRICE DOES NOT INCLUDED PAINTING ON SIDEWALK**	\$331.85	\$331.85

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$706.85

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.8% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE. PROCESSING FEES NOT INCLUDED IN QUOTE

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Office: (256) 536-4232
Fax: (256) 534-2702

58 Shields Rd.
Huntsville, AL 35811

TRAV-AD SIGNS

www.trav-adsigns.com • sales@trav-adsigns.com

PROPOSAL

Proposal #: 33247

Proposal Date: 10/14/22
Customer #: 1321
Page: 2 of 3

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, TRAV-AD SIGNS, INC. MAY, AT ITS OPTION, DECLARE ALL THE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANYSUCCESSORS, ASSIGNS OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. CUSTOMER SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT THE APPROPRIATE UTILITY COMPANY TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: CHARLENE YOUNG
EMAIL: CYOUNG@TRAV-ADSIGNS.COM

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Office: (256) 536-4232 | 58 Shields Rd.
 Fax: (256) 534-2702 | Huntsville, AL 35811

TRAV-AD SIGNS

www.trav-adsigns.com • sales@trav-adsigns.com

DEPOSIT INVOICE

Invoice #: DP33247

Inv Date: 10/14/22
 Customer #: 1321
 Page: 3 of 3

SOLD TO:	JOB LOCATION:
CITY OF MADISON 100 HUGHES ROAD MADISON AL 35758	CITY OF MADISON TOWN MADISON MADISON AL 35758 REQUESTED BY: MATT DAVIDSON

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
MATT DAVIDSON		CHARLENE YOUNG	10/13/22	50.0% Due Upon Receipt	12/19/22

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #25152 BANNER FOR LIGHT POLE 30" W X 48" H BANNER WITH MOUNTING HARDWARE **PRICE DOES NOT INCLUDE INSTALLATION** ***PLEASE AT \$100 EACH FOR INSTALL***	\$375.00	\$375.00
1	QUOTE #25153 STENCILS FOR BOUNDARY SIDEWALK MARKINGS QTY (4) 2'X3' STENCILS APPROX 1/16" PLASTIC ROUTED **PRICE DOES NOT INCLUDED PAINTING ON SIDEWALK**	\$331.85	\$331.85
TOTAL PROPOSAL AMOUNT			\$706.85
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			
CREDIT CARD PAYMENTS ARE SUBJECT TO A 3% PROCESSING FEE. PROCESSING FEES NOT INCLUDED ON INVOICE			
PLEASE PAY THIS DEPOSIT AMOUNT:			\$353.43

RESOLUTION NO. 2022-335-R**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS**

WHEREAS the City entered into a professional services agreement with OHM Advisors for engineering consulting services pursuant to Resolution Number 2022-255-R for improvements to Segers Road and Maecille Drive; and

WHEREAS the Engineering Department has requested that the existing professional services agreement be amended to allow OHM Advisors to extend a survey along Segers Road and to allow OHM Advisors to lengthen travel lane tapers;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute an amendment to the approved Professional Services Agreement with OHM Advisors to extend a survey along Segers Road and to allow lengthen travel lane tapers, said amendment to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Amendment 1-Additional 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 OHM Advisors in a total amount not to exceed five thousand five hundred dollars (\$5,500) 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 19th day of December 2022.

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 2022.

Paul Finley, Mayor
City of Madison, Alabama



December 5, 2022

Mr. Michael Johnson, PE
City Engineer
City of Madison
100 Hughes Road
Madison, AL 35758

**RE: Segers Road and Maecille Drive Intersection Improvements
Amendment 1 -Additional Professional Services**

Dear Mr. Johnson,

We are requesting a contract amendment for elements of the project that have changed and/or evolved beyond the original scope and cost derivation signed October 11, 2022. The items are as follows:

Scope

After conducting the initial survey and analyzing the existing and proposed preliminary geometry of Segers Road, it was determined that the lane tapers just north of our project limits (north of Chesnut Heath Court), do not meet engineering design standards for the posted speed of the road, per the Manual of Uniform Traffic Control Devices (MUTCD). After discussion with the City during the initial kickoff meeting and following design review meeting, OHM will extend the limits of the project 300 feet to the north to be able to rebuild the lane tapers to the MUTCD's recommended length. The following additional effort is included to complete the project with the extension of the project limits:

- A. Survey:**
OHM's survey crew will complete 300' of additional topographical survey to encompass the extension of the project limits beyond the proposed tapers.
- B. Design:**
OHM will extend the limits of design to include the additional taper improvements on Segers Road. All roadway design elements including alignment, profiles, geometry, and drainage will be extended to the new limits of construction.
- C. Deliverables:**
With the extension of the limits of the project, additional 20 scale plan sheets will be needed including: existing conditions and removal, construction plan and profile, traffic control, signing and striping plans, and erosion control plan.

Schedule

Upon authorization to proceed OHM will conduct the additional survey and subsequent design work of this amendment. This has the potential to delay the deliverables by 2-3 weeks.



Compensation

OHM will perform the additional services on a lump sum basis for the Amendment. The Client will be invoiced for services monthly on a percentage basis.

Additional Services: \$5,500

COVID-19 Disclaimer


As we submit this proposal, the world is in the midst of the COVID-19 health crisis, and we believe there is an increased risk for potential schedule impacts. The Schedule is based on operating in a normal environment. Our team, like the Client, is adjusting our workflow logistics and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Client’s staff to develop a plan to deal with unforeseen issues.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter will serve as our authorization to proceed. If you have any questions or require additional information, please do not hesitate to contact me by email at joshua.scheenstra@ohm-advisors.com or by telephone at (615) 610-5224.

Thank you for giving us the opportunity to be of service.

Orchard, Hiltz, & McCliment, Inc.
CONSULTANT



Joshua Scheenstra, PE

Project Manager

12/05/2022

City of Madison, Alabama
CLIENT

(Signature) _____
(Name) Paul Finley
(Title) Mayor
(Date) _____

RESOLUTION NO. 2022-336-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH CDG ENGINEERS & ASSOCIATES, INC.

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 CDG Engineers & Associates, Inc., for professional services for the planning and design of a traffic signal at the intersection of County Line Road and future Royal Drive extension, 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 CDG Engineers & Associates, 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 19th day of December 2022.

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 2022.

Paul Finley, Mayor
City of Madison, Alabama



6767 Old Madison Pike
Suite 240
Huntsville, AL 35806
Tel (256) 539-7470
Fax (256) 539-7473

cdge.com

December 6, 2022

Ms. Michelle Dunson, PE
Deputy City Engineer
100 Hughes Road
Madison, AL 35758

**Re: Proposal for Professional Engineering Services
Intersection Design at County Line Road and Royal Drive
City of Madison
Madison County, Alabama**

Dear Ms. Dunson,

CDG, Inc. (CDG) is pleased to submit this proposal for the intersection analysis and design at County Line Road and the Royal Drive extension. We understand the importance of this project to the City and how it will help create better connectivity for the FEDEX expansion masterplan.

SCOPE OF WORK

Generally, the scope of work includes two (2) phases of work as follows:

- Phase 1 – Intersection Analysis
- Phase 2 – Intersection Design

Additionally, it is the intention to analyze, design and develop a plan set appropriate for letting the project if the City desires. This scope includes traffic analysis, field survey, geotechnical evaluation, traffic signal design, and design plans. We understand the project will be funded by the City of Madison and will satisfy Madison City Engineering standard specifications and details.

More specifically, CDG will provide engineering services as outlined in the "Attachment A – Scope of Work" document attached to this proposal letter.




Budget

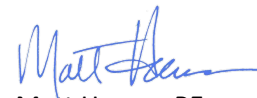
CDG proposes to complete the noted scope of services according to the schedule below, to be paid periodically as work progresses:

Scope of Work	Proposed Fee (Lump Sum)
Phase 1 – Intersection Analysis	\$7,600
Phase 2 – Intersection Design	
Field Survey	\$4,600
Geotechnical Investigation	\$16,750
Intersection Design Plans	\$26,000
Letting Assistance & Contract Procurement	\$3,300
Sub-Total Phase 2	\$50,650
Total Project Cost	\$58,250

We appreciate the opportunity to submit this proposal and are very excited to work with you on this project. If you have any questions, please don't hesitate to call.

Sincerely,
CDG Engineers & Associates, Inc.


Adam Crenshaw, CPESC, CFM
Project Manager


Matt Hawes, PE
Transportation Practice Leader

Enclosures: Attachment A – Scope of Work



Attachment A – Scope of Work

Intersection Design at County Line Road and Royal Drive
 Project No. R929122556
 Madison City
 Madison County, Alabama

Project Overview and Scope

CDG, Inc. (CDG) has been contacted by Madison City (City) to design a new intersection at County Line Road and Royal Drive. The new intersection will tie to the future extension of Royal Drive as part of the FEDEX master plan to expand distribution centers in the area. It is anticipated that there will be two (2) phases to the Royal Drive extension. The two (2) phases are as follows:

1. Short term two (2) lane extension to County Line Road.
2. Long term four (4) lane with divided median to County Line Road.

To minimize rework of the intersection in the future, the intersection will be designed to accommodate both phases mentioned above. The scope of the requested intersection design will be performed in two (2) phases as follows:

Phase 1 – Intersection Analysis

CDG recommends undertaking an intersection analysis prior to detailed design to determine potential options for the intersection traffic control method. These options will be reviewed from a capacity and safety perspective and discussed with the City to obtain agreement before proceeding with the detailed design.

Phase 2 – Intersection Design

The intersection will be designed around the selected intersection control. For purposes of this proposal, we have assumed the intersection will be signal controlled. If an alternative concept is chosen by the City, an adjustment in compensation may be necessary. Based on preliminary conversations with the City of Madison, we anticipate the intersection design to include the following:

- Establish horizontal and vertical alignments for connection to Royal Drive extension.
- Develop a signal layout sheet to include all the necessary signal items that would be required for a four-legged, mast-arm intersection including video detection and pedestrian signal heads.
- Signal timings will be based on the suggested timings in accordance with the ALDOT Traffic Signal Design Guide & Timing Manual dated June 2015. The City will make field adjustment during construction based on field observation following signal activation.
- Pedestrian cross walks, sidewalk ramps and connections will follow ADA guidelines.
- Design a signalized intersection in anticipation of a future five lane roadway connection to Royal Drive.
- It is anticipated the new intersection will align with the SCS commercial entrance on the west side of County Line Road and be a part of the signal phasing.
- Controller cabinet to be base mounted.



Attachment A – Scope of Work

Intersection Design at County Line Road and Royal Drive
 Project No. R929122556
 Madison City
 Madison County, Alabama

- Revise the existing traffic stripe on County Line Road for the addition of the new intersection. It is anticipated that this section will be milled to remove any existing striping and overlaid.
- Any additional ROW needed for the intersection design is anticipated to be donated to the City of Madison from the Developer.

A more specific outline of the anticipated scope of work is as follows:

Intersection Analysis

CDG will provide an analysis of potential traffic control options for the new intersection. General tasks will include:

- Traffic data collection to be provided by the FEDEX developer and the City of Madison.
- Supplemental traffic data, if needed, will be generated based on the area characteristics using the Institute of Transportation Engineers (ITE), *Trip Generation, 10th Edition*.
- Traffic signal warrant analysis according to the methods outlined in the *Manual on Uniform Traffic Control Devices for Street and Highways 11th Edition* (MUTCD).
- Review up to two (2) types of intersection traffic control, including but not limited to, traffic signalization and stop control for Royal Drive. CDG will provide a high-level capacity analysis for each traffic control alternative.
- Meet with the City to review potential options for the intersection.
- Write and present a memo of recommendation based on the findings.

Field Survey

CDG will provide supplemental topographic and location survey of the subject area in accordance with the Standards of Practice for Land Surveying in the State of Alabama. This survey is anticipated to include the following:

- All existing right-of-way lines and property lines within the limits of the scope will be established using publicly available deeds and plats. No boundary survey is anticipated and therefore is not included in this scope of work.
- Visible sanitary sewer and storm drainage structures will be traced one structure outside the project area with invert, top and pipe size dimensions gathered.
- All man-made improvements within the project scope area will be located.
- Both above ground and below ground utilities will be located based on Alabama 811. Utility location services to be in accordance with Quality C of ASCE 38-02 or better.
- The Survey shall be tied to the Alabama State Plane Coordinate System NAD83 (East Zone) and Elevations will be referenced to NAVD88 Datum, 2011 geode model 12A.



Attachment A – Scope of Work

Intersection Design at County Line Road and Royal Drive
 Project No. R929122556
 Madison City
 Madison County, Alabama

Geotechnical Services

The project consists of intersection improvements along County Line Road at the anticipated extension of Royal Drive in Madison, Alabama. We understand improvements associated with the intersection include construction of a stub-out pavement buildup and four (4) new poles for signalization. Significant earthwork is not anticipated (cuts and fills of less than 5 feet).

Our services will be provided in general conformance to the Alabama Department of Transportation (ALDOT) *State of Alabama Geotechnical Manual* (dated September 9, 2021). In general, the proposed evaluation consists of a subsurface exploration, laboratory testing, engineering evaluation and preparation of a *Materials and Signal Pole Foundation Report*. Specifically, our proposed scope of services consists of the following.

- Site reconnaissance and geologic map review.
- Proposed boring locations will be established in the field through the use of a Trimble R-2 GNSS device capable of sub-meter horizontal accuracy.
- Mobilization of an ATV or track-mounted drilling rig and soil test borings at the proposed signal pole locations. Borings will contain Standard Penetration Tests (SPT) at 2½-foot intervals in the upper 10 feet and on 5-foot centers thereafter. Four signal pole (4) borings will be performed and will extend to a depth of 20 feet each. One (1) roadway boring will be performed to a depth of 10 feet.
- A piezometer will be installed at one (1) signal pole boring to determine a stabilized depth to groundwater.
- Laboratory testing will be performed to classify representative soils in accordance with AASHTO and USCS guidelines. Eight (8) Atterberg Limits and eight (8) Grain Size Distribution tests will be performed.
- A *Materials and Signal Pole Foundation Report* will be prepared following the subsurface investigation and laboratory testing program. Specific items to be included as parts of the report are noted below.
 - Project location maps (vicinity, geology, and sinkhole);
 - Boring location plan;
 - Site and project description;
 - Local geology and its impact on the proposed development;
 - Subsurface conditions, including groundwater;
 - Laboratory testing results;
 - Recommendations for removal and reuse or stabilization of unsuitable materials;
 - A recommended new pavement section. The section is expected to match that of a plan set for a FedEx ground facility;
 - LPILE parameters table for Signal Pole borings;



Attachment A – Scope of Work

Intersection Design at County Line Road and Royal Drive
 Project No. R929122556
 Madison City
 Madison County, Alabama

Site Access, Traffic Control and Utility Location

We have assumed that CDG will be allowed access to the limits of the planned construction for the subsurface exploration and other field work. Time associated with obtaining right-of-entry is not included in the proposal. Traffic control is not expected to be required; therefore, we have not included costs for it. Additionally, costs or time associated with clearing or other site access preparation are not included; therefore, borings will be performed at accessible portions of the site.

The subsurface exploration will be performed with a rubber-tire or rubber-track mounted drilling rig. However, if surface obstructions, steep terrain or soft, wet soil conditions limit access, it may be necessary to use special equipment (dozer) at additional cost to reach the boring locations. Special equipment will not be engaged without your prior approval.

We will endeavor to minimize our impact to the site, including the use of protective plywood or pads when crossing existing sidewalk/paths. Borings will be backfilled with soil cuttings. This proposal does not include costs associated with additional site restoration.

CDG will take appropriate precautions to avoid underground utility lines including contacting the line location service (811). Additionally, we request that the client provide plans or mark in the field the location of buried utility lines if present. CDG cannot be responsible for damage to unmarked or unmapped utility lines.

Intersection Design Plans

- Develop an intersection layout sheet for the intersection design at County Line Road and Royal Drive.
- Intersection design to include all the necessary signal items that would be required for a four (4) legged intersection with mast arm poles, video detection, and pedestrian signals.
- Develop traffic control phasing for signal construction as necessary.
- Develop quantities associated with the intersection design to be included in the opinion of probable cost estimate.
- This plan assembly will include the following sheets:
 - Title Sheet
 - Index Sheet
 - Standard Drawing Reference Sheet
 - Legend and Abbreviations Sheet
 - Geometric Layout
 - Traffic Signal and ITS Legend Sheet
 - Typical Section Sheet
 - Project Notes
 - Temporary Traffic Control Plan Notes Sheet



Attachment A – Scope of Work

Intersection Design at County Line Road and Royal Drive
 Project No. R929122556
 Madison City
 Madison County, Alabama

- Traffic Signal Plan Notes Sheet
- Summary of Quantities Sheets
- Plan and Profile Sheets
- Utility Sheets
- Traffic Signal Sheet
- Erosion and Sediment Control Sheets
- Temporary Traffic Control Sheets
- Cross Section Sheets (As Needed)
- Prepare designs and detailed contract plans at a horizontal scale of 1" = 50' and vertical scale of 1" = 5', completely dimensioned for roadway construction.
- Prepare construction cost estimates for review and consideration by Madison City as the project progresses through the design phases.
- Plans will be provided to utility owners within the area to identify any potential conflict with existing facilities.
- Facilitate plan review(s) by Madison City, as necessary for the project. Plan reviews are expected to consist of a 30% review and 90% review.
- Attend meetings as required, including one (1) project scoping meeting, one (1) 30% review and field inspection, and one (1) 90% review meeting and field inspection.
- Prepare specifications and contract documents suitable for receipt of bids by the City.

Letting Assistance and Contract Procurement

- Assist the City with advertising the project for bids and fielding questions from contractors about the plans as needed.
- Assist with and attend the local letting of the subject project by the City.
- Assist with project award and contract procurement.
- Attend the preconstruction meeting.

Exclusions

This scope of work does not include:

- Traffic Signal pole and foundation design (Provided by the Contractor);
- Environmental Field Studies or Documentation;
- Right-of Way Document Preparation;
- Right-of-Way negotiations;
- Negotiations for impacts to personal property within the clear zone;
- Utility relocation design;
- Construction observation/inspection services;
- NPDES Application or fees;

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 CDG, Inc., located at 6767 Old Madison Pike #240, Huntsville, Alabama 35806, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for the planning and design of a traffic signal at the intersection of County Line Road and future Royal Drive; 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: professional services for the planning and design of a traffic signal at the intersection of County Line Road and future Royal Drive consistent with those scope of services which are attached hereto and wholly incorporated herein by this reference.
- B. 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.
- 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 **fifty eight thousand two hundred fifty dollars** (\$58,250.00), 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. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

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 resulting from 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, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate 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 name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

All insurance policies as required of the Consultant in this Agreement shall be written by a company or companies authorized and qualified 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 or non-renewed by the insurer until at least 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 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:

*CDG, Inc
6767 Old Madison Pike #240
Huntsville, AL 35806*

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 _____, 202__.

Notary Public

CDG, 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 _____ of CDG, 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 _____, 202__.

Notary Public

RESOLUTION NO. 2022-305-R

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 230 BUSINESS PARK

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute an agreement with Intergraph Unimproved Properties, LLC for the purchase of property located at 230 Business Park for the sum of four million dollars (\$4,000,000) and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Mayor or his designee shall be hereby authorized to execute any and all ancillary closing documents necessary for the completion of the purchase agreement, subject to the budgetary restrictions set forth by the Council in its duly adopted budget for the fiscal year; and

BE IT FURTHER RESOLVED that, 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 19th day of December 2022.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2022.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of December, 2022, by and among **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (collectively, “**Seller**”) and **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (“**Buyer**”).

WITNESSETH:

1. Agreement to Sell and Purchase. For and in consideration of the Earnest Money, in hand paid by Buyer to Escrow Agent, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following:

(a) All that certain lot, tract or parcel of improved real estate more particularly described on **Exhibit “A”** attached hereto, together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto (the “**Land**”);

(b) All buildings, structures and other improvements located on the Land and all fixtures attached or affixed, actually or constructively, to the Land or to any such buildings, structures or other improvements (the “**Improvements**”); and

(c) The goods, equipment, machinery, apparatus, fittings, furniture, furnishings and other personal property owned by Seller and located on the Land or within the Improvements and used in connection with the operation, management or maintenance of the Land or the Improvements, **subject, however,** to ordinary wear and tear between the Effective Date and the Closing Date (the “**Personalty**”).

All of the matters described in this **paragraph 1** are herein collectively referred to as the “**Property.**”

2. Purchase Price; Method of Payment. The purchase price for the Property (the “**Purchase Price**”), shall be **FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments herein described, shall be paid by Buyer to Seller by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller.

3. Earnest Money.

(a) Within three (3) business days following the date this Agreement is executed by the last of Seller and Buyer (the “**Effective Date**”), Buyer shall deliver to Maynard, Cooper & Gale, P.C., as escrow agent (“**Escrow Agent**”) the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** (which sum, together with all interest actually earned thereon during the term of this Agreement, is herein referred to as the “**Earnest Money**”).

(b) If Buyer fails to deliver any Earnest Money to Escrow Agent on or before the date herein required, then all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. All deposits by Buyer required pursuant to this **paragraph 3** shall be in the form of a certified or cashier’s check or wire transfer, payable to Escrow Agent, and no such deposit shall be deemed timely unless actually received by the date therefor set forth in this **paragraph 3**.

(c) Throughout the term of this Agreement, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions of this Agreement, including, without limitation, the terms and conditions set forth on **Exhibit “B”** attached hereto, and hold the Earnest Money in a national bank whose depositors are insured by the Federal Deposit Insurance Corporation or other financial institutions located in Huntsville, Alabama which are reasonably acceptable to Buyer.

(d) On the Closing Date, the Earnest Money will be applied as part payment of the Purchase Price.

4.

(a) **Closing.** The closing of the purchase and sale of the Property (“**Closing**”), shall be held through the escrow services of Escrow Agent, at such time and on such date (the “**Closing Date**”) as may be specified by written notice from Buyer to Seller not less than **five (5) days** prior thereto; **provided, however,** that the Closing Date shall be on or before **December 30, 2022** (the “**Final Closing Date**”) and, if Buyer shall fail to give notice designating the Closing Date, the Closing Date shall take place through the escrow services of Escrow Agent on the Final Closing Date.

(b) **Closing Condition.** This Agreement is contingent upon the approval of this Agreement by the City Council for the City of Madison, Alabama (the “**Contingency**”). In the event the Contingency is not satisfied on or before December 30, 2022, either party may terminate this Agreement upon written notice to the other party at any time prior to satisfaction of the Contingency. Buyer’s execution of this Agreement shall be considered an acknowledgement by Buyer that the Contingency has been satisfied, and no further approval shall be required for the performance of Buyer’s obligations herein.

5. Access and Inspection; Examination by Buyer.

(a) Between the Effective Date and the Closing Date, Buyer and Buyer’s agents, employees, contractors, representatives and other designees (collectively, “**Buyer’s Designees**”) shall have the right upon advance written or telephone notice to Seller to enter the Property for the

purposes of inspecting the Property, conducting soil tests and (subject to the below related to a phase II study) a Phase I environmental study, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; **provided, however**, that (i) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property ("**Buyer's Activities**") shall not damage the Property in any manner whatsoever or disturb or interfere with the rights or possession of any tenant of the Property, (ii) in the event the Property is altered or disturbed in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities, and (iii) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without the prior written consent of Seller. Seller or its representative shall have the right to be present at the time of any review of the Property or any meeting with governmental officials.

(b) Buyer shall have until five (5) days prior to the Closing Date (the "**Due Diligence Date**"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer in its sole discretion. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by: (i) giving written notice to Seller on or before the Due Diligence Date; and (ii) delivering to Seller, on or before Due Diligence Date, the items required by **subparagraph (d)** of this **paragraph 5** and **paragraph 16(a)** of this Agreement. In the event Buyer gives Seller the notice and delivers to Seller the items required by the immediately preceding sentence, then the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Buyer does not terminate this Agreement in accordance with this **paragraph 5** on or before the Due Diligence Date, Buyer shall have no further right to terminate this Agreement pursuant to this **paragraph 5**.

(c) Intentionally omitted.

(d) Buyer acknowledges that Seller may deliver to Buyer certain documents and information in Seller's possession with regard to the Property to the extent in Seller's possession (the "**Due Diligence Materials**"). The Due Diligence Materials will be provided to Buyer without any representation or warranty of any kind or nature whatsoever and are merely provided to Buyer for Buyer's informational purposes. Until Closing, Buyer and Buyer's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately re-deliver to Seller all originals of the Due Diligence Materials in Buyer's possession.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Buyer and Seller at Closing, or thereafter if Buyer and Seller shall agree:

(a) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (the “**Taxes**”), for the year in which Closing occurs shall be prorated as of the Closing Date. In the event that Seller has heretofore protested or appealed, or, prior to the Closing Date, protests or appeals, the Taxes for the billing period in which Closing occurs, and such protest results in a reduction in the Taxes payable, Buyer shall reimburse Seller for its *pro rata* share of the amount of the Taxes so reduced.

(b) All utility charges for the Property (including, without limitation, telephone, water, storm and sanitary sewer, electricity, gas, garbage and waste removal) shall be prorated as of the Closing Date, transfer fees required with respect to any such utility shall be paid by or charged to Buyer, and Seller shall be credited with any deposits transferred to the account of Buyer.

(c) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, Seller shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent. In making the prorations required by this **paragraph 6**, the economic burdens and benefits of ownership of the Property for the Closing Date shall be allocated to Buyer.

7. Title.

(a) For the purposes of this Agreement, “**good and marketable fee simple title**” shall mean such title as is insurable by a title insurance company licensed to do business in Alabama, under its most recent standard form of ALTA owner’s policy of title insurance, at its standard rates, subject only to the following (the “**Permitted Exceptions**”): (i) the standard or printed exclusions in the form of owner’s policy of title insurance referenced above; (ii) such matters as would be disclosed by a current and accurate survey and inspection of the Property; (iii) the lien for Taxes not due and payable on or before the Closing Date; (iv) zoning ordinances affecting the Property; (v) all easements, covenants, restrictions, reservations, rights-of-way and other similar matters of record as of the date of Seller’s execution of this Agreement; (vi) the state of compliance or non-compliance of the Property, as of the date of Seller’s execution of this Agreement, with any laws, codes, ordinances, rules, regulations or private restrictive covenants applicable to or affecting the Property; (vii) the Easements, Covenants and Restrictions Agreement (defined herein); and (viii) all matters, if any, waived by Buyer pursuant to this **paragraph 7**.

(b) Buyer shall procure a commitment for title insurance (“**Title Commitment**”) from Wilmer & Lee, P.A., 100 Washington Street, Huntsville, Alabama 35801 (the “**Title Company**”) and Buyer shall have until seven (7) days prior to the Closing Date in which to give Seller written notice of any objections which render Seller’s title less than good and marketable fee simple title. Buyer may reexamine title to the Property up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the effective date of the Title Commitment, but Buyer’s failure to specify in its initial notice of title objections any objection appearing of record as of the effective date of such initial Title Commitment shall be deemed to be, and shall constitute, a waiver of any such objection, and such objection shall thereafter constitute a Permitted Exception under this Agreement; and, if Buyer shall fail so to examine title to the Property or to give Seller such initial notice of title objections, Buyer shall be deemed to have waived all objections appearing of record as of the Effective Date, and all such objections shall thereafter constitute Permitted Exceptions under this Agreement.

(c) Seller shall have no obligation to cure any of Buyer’s title objections. Seller shall have until **noon (12:00 pm) CST on the Due Diligence Date**, in which to review Buyer’s initial notice of title objections and, if Seller elects, in which to give Buyer written notice of any valid objections specified therein which Seller intends to attempt to satisfy. Seller’s failure to provide such notice shall be deemed an election by Seller not to cure any of such title objections. If Seller notifies Buyer that it does not intend to cure any objection specified in Buyer’s initial notice of title objections, or is deemed to have elected not to cure, and if Buyer thereafter does not elect to terminate this Agreement pursuant to **paragraph 5** hereof, Buyer shall be deemed to have waived such objections, and any such objections shall thereafter constitute Permitted Exceptions under this Agreement.

(d) Seller shall have until the Closing Date to satisfy all valid objections which Seller has agreed to cure hereunder, and, if Seller fails to so satisfy any such valid objections, then, at the option of Buyer, and as its sole and exclusive alternatives and remedies, Buyer may either: (i) terminate this Agreement in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) waive such satisfaction and performance and elect to consummate the purchase and sale of the Property, in which event all unsatisfied objections shall constitute Permitted Exceptions under this Agreement.

8. Survey; Subdivision. Buyer, at Buyer’s option, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of Alabama to prepare a current and accurate survey of the Property (the “**Survey**”). Seller shall be responsible for subdividing the Land prior to Closing into a legally conveyable lot in accordance with applicable subdivision regulations, provided Purchaser shall reimburse the costs of the surveyor to Seller and Seller shall bear its legal costs related thereto. Seller shall be responsible for recording the subdivision plat affecting the Land prior to Closing. The subdivision plat (the “**Plat**”) shall be subject to review and approval by both parties prior to submitting the same to the applicable governmental authorities. Unless recorded sooner, at Closing, Escrow Agent shall record the Plat immediately before the Deed.

9. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Escrow Agent the following documents and instruments, duly executed by or on behalf of Seller:

(i) a Statutory Warranty Deed, in recordable form, in substantially the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “C”**, conveying the Land and the Improvements to Buyer (the “**Deed**”), provided that if portions of the Land are owned by different Sellers, Seller shall have the right to convey the Land and Improvements by two (2) separate deeds in the form attached hereto as **Exhibit “C”**, and allocate the purchase price between the deeds accordingly;

(ii) a Bill of Sale, in substantially the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “D”**, conveying Seller’s interest in the Personalty;

(iii) an Assignment, in substantially the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “E”**, whereby Seller transfers and assigns to Buyer all of Seller’s right, title and interest in, to and under any permits, warranties, or other intangible property related to the ownership and operation of the Property, and whereby Buyer assumes and agrees to perform the duties and obligations of the owner of the Property arising from and after the Closing Date (which assignment shall be accepted and executed by Buyer);

(iv) a Seller’s Affidavit, in the form of, and on the terms and conditions reasonably required by Title Company to delete the pre-printed standard exceptions (other than the mineral rights exception) from the owner’s policy of title insurance being issued to Buyer with respect to the Property;

(v) a Certificate and Affidavit of Non-Foreign Status, in the form of, and on the terms and conditions set forth in, that attached hereto as **Exhibit “F”**;

(vi) a completed 1099-S request for taxpayer identification number and certification, and acknowledgment; and

(vii) the Easements, Covenants and Restrictions Agreement, in substantially the form set forth in the attached **Exhibit “G”**.

(b) Seller shall deliver to Escrow Agent the following items, if the same have not been theretofore delivered by Seller to Buyer:

(i) Evidence in form and substance reasonably satisfactory to Title Company that Seller has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property, and that any and all actions required to authorize and approve the execution of and entry into this Agreement by Seller, the performance by Seller of all of Seller’s duties and obligations under this Agreement, and the execution and delivery by Seller of all documents and other items to be executed and delivered to Buyer at Closing, have been accomplished; and

(ii) If and to the extent in Seller's possession, (A) the originals of warranties and guaranties with respect to the Property and certificates, licenses, permits, authorizations, consents and approvals of any governmental authority previously issued in connection with the Property; and (B) copies of books, records and correspondence pertinent to the continued use, occupancy and operation of the Property.

(c) Buyer shall pay the Purchase Price to Escrow Agent in escrow.

(d) Upon Escrow Agent's receipt of all items required by this **paragraph 9** and satisfaction of all other conditions to Closing set forth herein, Seller and Buyer shall authorize and direct Escrow Agent to (i) record the Plat, the Deed and the Easements, Covenants and Restrictions Agreement in the Office of the Judge of Probate in Madison County, Alabama, (ii) disburse the Purchase Price to Seller in accordance with a closing statement approved by Buyer and Seller setting forth the prorations and adjustments required by this Agreement, and (iii) deliver originals of the items listed in **paragraph 9(a)**, and (b) to Buyer.

10. Costs of Closing. Seller shall bear and pay one half (1/2) of the state transfer tax and recording fees payable in connection with the Deed and Seller's attorneys' fees. All other costs and expenses of this transaction (including, without limitation, one half (1/2) of the state transfer tax and recording fees payable in connection with the Deed, any other recording costs, the costs of the surveyor, all financing costs, the premiums for any policy of title insurance and for any endorsements thereto and Buyer's attorneys' fees) shall be borne and paid by Buyer.

11. Disclaimer of Warranties; Seller's Representations.

(a) Seller does hereby represent to Buyer the following:

(i) Seller is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of Alabama.

(ii) There are no actions, suits or proceedings pending or, to Seller's knowledge, threatened against, by or affecting Seller which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign.

(iii) The execution of and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement are consistent with and not in violation of, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller is bound, or the operating agreement of Seller.

(iv) All company action has been or shall be taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this

Agreement and of all other acts necessary and appropriate for the consummation for the purchase and sale of the Property as contemplated by and provided for in this Agreement.

(v) Seller has not entered into any lease or other agreement for the use, occupancy or possession of the Property which will remain in effect after Closing with respect to all or any portion of the Property.

(vi) Seller has not entered into any management, maintenance, service or other contracts with respect to the Property which will remain in effect after Closing.

Notwithstanding the foregoing provisions of this **paragraph 11(a)**, it is expressly acknowledged and agreed that, if Buyer shall actually discover prior to Closing that any of the representations set forth in this **paragraph 11(a)** were untrue when made, or have become untrue prior to the Closing, then, if Buyer shall proceed with the consummation of the purchase and sale of the Property pursuant to this Agreement, Buyer shall be deemed to have waived any claim of breach which Buyer may have against Seller with respect to any such representation set forth herein.

(b) Further notwithstanding the foregoing provisions of this **paragraph 11**, and notwithstanding any other term or provision of this Agreement, neither the foregoing representations of Seller nor any other representation or covenant of Seller under this Agreement shall extend to, and there are in all events excluded therefrom, any matter described in or disclosed by any of the Due Diligence Materials.

(c) Wherever in this Agreement there is any reference to the “knowledge” of Seller or to any “notice” having been “received” by Seller, in any variation of such references, such references: (i) shall mean only the actual knowledge of, or notice actually received personally by Denise Bates; (ii) shall not mean or include any imputed or constructive knowledge of Denise Bates, or any notice constructively received by Denise Bates; (iii) shall not include any actual, imputed or constructive knowledge of any officer, agent, employee or affiliate of Denise Bates or Seller, or any other person or entity, or any notice actually or constructively received by any officer, agent, employee or affiliate of Denise Bates or Seller, or any other person or entity; and (iv) shall not be deemed to imply that Denise Bates or any other person or entity has undertaken, or has any duty or obligation to undertake, any investigation or inquiry with respect to the subject matter thereof.

(d) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER’S STATUTORY WARRANTY OF TITLE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS,

ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (COLLECTIVELY, THE “**DISCLAIMED MATTERS**”). BUYER AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, WITH RESPECT TO THE PROPERTY, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER’S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN SELLER’S STATUTORY WARRANTY OF TITLE SET FORTH IN THE DEED, SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY “AS IS”, “WHERE IS”, AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS **PARAGRAPH 11(d)**, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA. THE TERMS AND CONDITIONS OF THIS **PARAGRAPH 11(d)** SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

12. Possession at Closing. Subject to the terms of the Easements, Covenants and Conditions Agreement, Seller shall surrender possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.

13. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, the Earnest Money shall be delivered to and retained by Seller as Seller’s full liquidated damages for such default. The parties acknowledge that Seller’s actual damages in the event of a default by Buyer will be difficult to ascertain, that such liquidated damages represent the parties’ best estimate of such damages, and

that Seller and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of Seller by reason of a default by Buyer, and Seller hereby waives and releases any right to sue Buyer for specific performance of this Agreement or to prove that Seller's actual damages exceed the amount which is herein provided to Seller as full liquidated damages; **provided, however**, that the foregoing liquidated damages shall not apply to any duty, obligation, liability or responsibility which Buyer may have under the indemnification provisions of **paragraphs 5 and 17** of this Agreement, as to which Seller shall have all rights and remedies provided for or allowed by law or in equity.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedies, may exercise the following additional rights and remedies: (i) in the event of any default by Seller, Buyer shall have the right to terminate this Agreement, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; and (ii) Buyer shall have the right to sue Seller for specific performance of this Agreement. Seller shall have no other liability to Buyer under this Agreement. In no event shall Buyer have the right to recover from Seller any special or consequential damages.

14. Damage or Destruction.

(a) If any portion of the Improvements is damaged or destroyed by casualty prior to Closing, Seller shall give Buyer prompt written notice thereof. If any portion of the Improvements is damaged or destroyed by casualty on or before the Due Diligence Date, and Buyer shall not elect to terminate this Agreement pursuant to **paragraph 5** hereof, then Buyer shall have no right to terminate this Agreement by reason of such damage or destruction. If any portion of the Improvements is damaged or destroyed by casualty after the Due Diligence Date and prior to Closing, and the cost of repair of such damage or destruction is reasonably estimated to exceed \$10,000, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such casualty, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of lesser damage or destruction after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction.

(b) If any portion of the Improvements is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller on or before the Closing Date with respect to such casualty and not expended by Seller prior to Closing for the repair or restoration of the Improvements; and (ii) at Closing, Seller shall assign to Buyer all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

15. Condemnation.

(a) In the event of commencement of eminent domain proceedings respecting any portion of the Property prior to Closing, Seller shall give Buyer prompt written notice thereof. If all or any part of the Property is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, on or before the Due Diligence Date, and Buyer shall not elect to terminate this Agreement pursuant to **paragraph 5** hereof, subject to **paragraph 15(b)** below, Buyer shall have no right to terminate this Agreement by reason of such taking. If all or any material part of the Property is taken by eminent domain proceedings after the Due Diligence Date, and prior to Closing, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date **ten (10) days** after the date upon which Seller gives Buyer written notice of such taking, in which event the Earnest Money shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Property after the Due Diligence Date, Buyer shall have no right to terminate this Agreement by reason of such taking. To the extent permitted by law, Buyer agrees to not institute eminent domain proceedings against the Property prior to Closing.

(b) If all or any part of the Property is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller on or before the Closing Date with respect to any taking and not expended by Seller prior to Closing for the repair or restoration of the Property; and (ii) at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking.

(c) For purposes of this **paragraph 15**, a taking shall be deemed to be of a "material" part of the Property only if such taking involves the taking of more than ten percent (10%) of the Land.

16. Ownership of Information; Confidentiality Obligation.

(a) If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Buyer shall immediately deliver to Seller, at Buyer's cost and expense: (i) a copy of all reports, studies, surveys, site plans and other written or graphic material of any kind or nature whatsoever generated, collected, prepared or compiled in connection with such investigations, examinations, tests or inspections concerning the physical condition of the Property.

(b) The parties will maintain the confidentiality of any and all reports prepared upon inspection of the Property but only to the extent as the law governing public disclosures allows.

(c) All studies, data, reports, analyses, writings and communications, including, without limitation, any environmental reports, shall be generated by any consultant for the use of Buyer's and Seller's attorneys and, to the fullest extent permitted by law and to the extent the law governing public disclosures allows, shall be the work product of both Buyer's and Seller's

respective attorneys and shall constitute confidential attorney/client communications, and each party shall use its best efforts to ensure that such confidence and privilege is maintained.

17. Broker and Commission. All negotiations relative to this Agreement and the purchase and sale of the Property as contemplated by and provided for in this Agreement have been conducted by and between Seller and Buyer without the intervention of any person or other party as agent or broker. Seller and Buyer warrant and represent to each other that Seller and Buyer have not entered into any agreement or arrangement and have not received services from any broker or broker's employees or independent contractors which would give rise to any claim of lien or lien against the Property, and there are and will be no broker's commissions or fees payable in connection with this Agreement or the purchase and sale of the Property by reason of their respective dealings, negotiations or communications. Seller and Buyer shall and do each hereby indemnify, defend and hold harmless each of the others from and against the claims, demands, actions and judgments of any and all brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of their respective dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property.

18. Survival. The provisions of **paragraphs 11(d) and 19** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 17** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed and the payment of the Purchase Price. The provisions of **paragraphs 6 and 11(a)-(c)** of this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the Deed and the payment of the Purchase Price for a period of twelve (12) months following the Closing Date. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of **paragraphs 5(d) and 16** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 17** of this Agreement shall also survive any termination of this Agreement in accordance with its terms.

19. Seller's Tax Deferred Exchange. Seller may convey the Property or any portion thereof or interest therein as part of one or more Internal Revenue Code Section 1031 Tax Deferred Exchanges for its benefit. In such event, Seller shall be assigning all contract rights and obligations hereunder to a qualified intermediary, as a part of, and in furtherance of, such tax deferred exchange. Buyer agrees to assist and cooperate in any such exchange, and Buyer further agrees to execute any and all documents as are reasonably necessary in connection with any such exchange. Buyer shall not be obligated to incur any cost or expense in connection with any such exchange, other than that which Buyer elects to incur to have its counsel review the documents and instruments incident thereto. As part of any such exchange, Seller shall convey the real property described herein directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of any such exchange.

20. Easements, Covenants and Restrictions Agreement. At Closing, the parties shall execute and record a restrictive covenant agreement which encumbers the Property and runs with the Land (the "**Easements, Covenants and Restrictions Agreement**"), in substantially the form set forth as **Exhibit "H"** hereto. The Easements, Covenants, and Restrictions Agreement shall provide that **(i)** Buyer shall initially use the Property for a fire station, police station, office

space, and recreational facilities open to the public and for public events; *(ii)* ingress and egress pedestrian and vehicular access over the drive aisles and driveways of Seller and Buyer, as the same may exist from time to time; *(iii)* ingress and egress access over Seller's adjacent property (to be known as Lot 4 of the Plat) providing access to Buyer from the Property to Graphics Drive; *(iv)* in no event shall the Property or any portion thereof be used for any of the prohibited uses set forth on attached **Exhibit "G"**; and *(v)* so long as Seller or any of Seller's affiliates own or control property adjacent to or within one (1) mile of the Property, Seller and Seller's affiliates and their respective employees shall have the right to use, access and enjoy the recreational facilities located on the Property, including, without limitation certain restroom facilities currently located thereon, to be further defined in the Easement, Covenants, and Restrictions Agreements.

21. General Provisions.

(a) Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by email to the email address for each party set forth below their respective executions hereof, or to such other email addresses as are specified by written notice given in accordance herewith, provided that a copy of any notice sent by email shall be simultaneously sent via one of the other methods set forth above. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by email shall be deemed given on the date of email transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or email address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of email transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

(b) Email as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of an email transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

(c) Assignment. This Agreement may not be assigned by Buyer, in whole or in part, without the prior written consent of Seller, and any such assignment without the consent of Seller shall be null and void and of no force or effect. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Buyer and Seller, and their respective legal representatives, successors and permitted assigns.

(d) **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

(e) **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(f) **Defined Terms.** Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(g) **Pronouns.** Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(i) **Non-Waiver.** Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(j) **Seller Liability.** Any party seeking to enforce any duty, obligation, liability or responsibility of Seller arising under this Agreement or any document or instrument executed or delivered in connection with the transactions contemplated hereby shall rely on and look solely to the assets of Seller as if Seller were a corporation adequately capitalized for all purposes, and the members were shareholders, and no member or members shall be: (i) liable or responsible for any such duty, obligation, liability or responsibility; or (ii) have any obligation, enforceable by or for the benefit of any party described above, to make contributions of capital or any other contributions to Seller to pay or satisfy any such duty, obligation, liability or responsibility. No recourse shall be sought, and no action shall be taken, against any member or members of Seller, or against any member, officer, director or shareholder of any member of Seller or against any member of any member of Seller, or against any of the assets of any of the foregoing parties, for the payment or satisfaction of any such duty, obligation, liability or responsibility.

(k) **Time of Essence; Dates.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated

enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date and shall include the period of time through and including such specified day or date.

(l) **Applicable Law.** This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

(m) **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements among Seller and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding among Seller and Buyer with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Seller and Buyer. To the extent allowed by law, Buyer agrees that the Mayor of the City of Madison, Alabama (the "Mayor") may enter into immaterial modifications to this Agreement on Buyer's behalf without being required to obtain additional City Council approval, and such modifications shall be binding on Buyer. The Mayor is hereby authorized to enter into immaterial modifications on behalf of Buyer as the Mayor, in his reasonable discretion, deems necessary or desirable. As used in the foregoing sentence, "immaterial modifications" shall mean any modifications which do not (i) increase the Purchase Price, or (ii) extend the Closing for more than one (1) year.

(n) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

(o) **Attorney's Fees.** In the event of any litigation between Buyer and Seller arising under or in connection with this Agreement the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees) incurred by the prevailing party.

(p) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

(q) **Counsel.** Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

(r) **No Construction Against Preparer.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other

governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

(s) **No Lien.** This Agreement is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Purchase and Sale Agreement, all effective as of the day and year first written above.

SELLER:

INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Initial address for notices:

305 Intergraph Way
Madison, Alabama 35758
Attention: Mr. Anthony P. Zana
Telephone Number: _____
Email: tony.zana@hexagon.com

Date of Seller's Execution: _____, 2022

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

BUYER:

CITY OF MADISON, ALABAMA, an Alabama municipal corporation

By: _____

Name: _____

Its: _____

Initial address for notices:

Attention: _____

Telephone Number: _____

Email: _____

Date of Buyer's Execution: _____, 2022

Escrow Agent executes this Agreement to acknowledge and agree to hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: Maynard, Cooper & Gale, P.C.

Its: Agent

By: _____

Name: _____

Title: _____

Initial address for notices:

Maynard, Cooper & Gale, P.C.
655 Gallatin Street
Huntsville, AL 35801
Attn: Leslie Sharpe

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2 of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North campus as recorded in Document Number 20150722000398750 and a resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030 as shown on the map or plat thereof recorded at Plat Book 2022, Page _____ in the Office of the Judge of Probate in Madison County, Alabama.

EXHIBIT “B”

ESCROW PROVISIONS

1. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, including, without limitation (i) any action taken or omitted upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this agreement; or (ii) any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this agreement. Escrow Agent may rely upon any instrument, pursuant to clause (ii) in the preceding sentence, as being duly executed, valid and effective, and as containing accurate information and genuine signatures.

2. Notwithstanding anything in this agreement to the contrary, in the event of a dispute between Seller and Buyer arising prior to or at the time of the delivery or other disposition of the Earnest Money by Escrow Agent pursuant hereto, which dispute shall be sufficient, in the sole discretion of Escrow Agent, to justify its doing so, Escrow Agent shall be entitled to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such legal pleadings as it may deem appropriate, and thereupon Escrow Agent shall be discharged from all further duties and liabilities under this agreement. Any such legal action may be brought in such court as Escrow Agent shall determine to have jurisdiction thereof. Escrow Agent’s determination of whether a dispute exists between Seller and Buyer shall be binding and conclusive upon all parties hereto, notwithstanding any contention that no dispute exists. All costs and expenses incurred by Escrow Agent in taking any action pursuant to this paragraph shall be covered by and paid pursuant to the indemnification of Escrow Agent contained in the following paragraph.

3. Buyer and Seller shall, and do hereby, jointly and severally indemnify, defend and hold Escrow Agent harmless from, against and in respect of: (i) any and all demands, judgments, expenses, costs, losses, injuries or claims of any kind whatsoever whether existing on the date hereof or hereafter arising, incurred by Escrow Agent by reason of, from or in connection with this agreement or any action taken or not taken by Escrow Agent under or in connection with this agreement; and (ii) any and all counsel fees, expenses, disbursements of counsel, amounts of judgments, demands, assessments, costs, fines or penalties, and amounts paid in compromise or settlement, incurred or sustained by Escrow Agent by reason of, in connection with or as a result of any claim, demand, action, suit, investigation or proceeding (or any appeal thereof or relating thereto or other review thereof) incident to the matters covered by the immediately preceding clause (i).

4. If Escrow Agent shall notify Seller and Buyer of its desire to be relieved of any further duties and liabilities hereunder, then Escrow Agent shall deliver the Earnest Money to a successor escrow agent designated by Seller and Buyer. If Seller and Buyer shall fail to agree upon and designate a successor escrow agent within ten (10) days after having been requested by Escrow Agent to do so, then Escrow Agent shall in its discretion designate the successor escrow agent. The successor escrow agent designated by Seller and Buyer or by Escrow Agent, as the case may be, shall be a title insurance company, bank or trust company having trust powers in good standing and located in the Huntsville, Alabama, metropolitan area, and shall agree to be

bound by all the terms and conditions of this agreement. Immediately upon agreement by the successor escrow agent to be bound by all the terms and conditions of this agreement, the original Escrow Agent shall be relieved of any and all duties and liabilities under or in connection with this agreement; provided, however, that no successor escrow agent shall assume any liability for the acts or omissions of its predecessor escrow agent(s) hereunder.

5. The agency created in Escrow Agent hereby is coupled with an interest of Seller and Buyer and shall be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Buyer. This agency shall not be revoked or terminated by reason of the death, incompetency, dissolution or liquidation of Seller or Buyer, but shall continue to be binding upon and enforceable against the respective heirs, successors, legal representatives and assigns of Seller and Buyer in the manner provided herein. In the event of the death, incompetency, dissolution or liquidation of Seller or Buyer, Escrow Agent may rely and act upon any notices permitted or required to be given hereunder from any person, firm, partnership or corporation believed by Escrow Agent in good faith to be the heir, successor, legal representative or assign of such dissolved or liquidated party.

EXHIBIT "C"

FORM OF STATUTORY WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

Allie C. Tucker, Esq.
MAYNARD, COOPER & GALE, P.C.
655 Gallatin Street
Huntsville, AL 35801
(256)551-0171

STATE OF ALABAMA)
:
COUNTY OF MADISON)

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

THAT IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned grantor, **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company ("**Grantor**"), in hand paid by CITY OF MADISON, ALABAMA, an Alabama municipal corporation ("**Grantee**") the receipt of which is hereby acknowledged, Grantor does by these presents, grant, bargain, sell and convey unto Grantee all that tract or lot of land lying in the County of Madison, State of Alabama, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference, subject, however, to the permitted exceptions described on **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Permitted Exceptions**").

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

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1976), the following information is offered in lieu of submitting Form RT-1:

Grantee's Address: _____
Grantor's Address: _____
Property Address: _____
Purchase Price: \$ _____
Parcel No.: _____

And **GRANTOR** does for itself and for its successors and assigns covenant with the said **GRANTEE**, its successors and assigns, that it is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid; that it and its successors and assigns shall warrant and defend the same to the said **GRANTEE**, its successors and assigns forever, against the lawful claims of all persons, claiming by, through or under **GRANTOR** but no further.

IN WITNESS WHEREOF, Grantor has executed and sealed this indenture, and delivered this indenture to Grantee, all this _____ day of _____, 2022.

GRANTOR:

[add signature and notary acknowledgment]

EXHIBIT “D”

FORM OF BILL OF SALE

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

BILL OF SALE

FOR VALUE RECEIVED, INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (collectively, “**Seller**”), does hereby sell, transfer and convey unto **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (“**Buyer**”) (the words “**Seller**” and “**Buyer**” to include the neuter, masculine and feminine genders, and the singular and plural), all goods, equipment, machinery, apparatus, fittings, furniture, furnishings, inventories, supplies, spare parts, tools and other personal property of every kind (*i*) now located on all that tract or lot of land lying in the County of Madison, State of Alabama, and being more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by reference, and (*ii*) used in connection with the operation or maintenance of the office building and related facilities situated on said land, including, without limitation, all property described on **Exhibit “B”**, attached hereto and incorporated herein by reference (collectively, the “**Property**”).

SELLER HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES AS TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IMPLIED BY LAW.

IN WITNESS WHEREOF, Seller has caused its duly authorized representatives to execute, seal and deliver this bill of sale, all this _____ day of _____, 2022.

[add signature and notary acknowledgment]

EXHIBIT “E”

FORM OF ASSIGNMENT

STATE OF ALABAMA)
:
COUNTY OF MADISON)

ASSIGNMENT

THIS ASSIGNMENT is made this _____ day of _____, 2022, by and between **INTERGRAPH UNIMPROVED PROPERTIES, LLC**, a Delaware limited liability company, and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (collectively, “**Assignor**”) and **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (“**Assignee**”). The words “Assignor” and “Assignee” include the neuter, masculine and feminine genders, and the singular and the plural.

W I T N E S S E T H:

WHEREAS, Assignor has on the date hereof conveyed unto Assignee certain real property and related personal property lying and being in Madison County, Alabama, more particularly described on **Exhibit “A”**, attached hereto and incorporated herein by reference (the “**Property**”); and

WHEREAS, in connection with the conveyance of the Property, Assignor and Assignee intend that certain related assets be assigned and transferred to Assignee.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Assignee to Assignor at and before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and agree as follows:

1. Warranties and Guaranties. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title, interest, powers, privileges, benefits and options of Assignor, if any, in, to and under all guaranties, warranties and agreements from any contractors, subcontractors, vendors or suppliers regarding their performance, quality of workmanship or quality of materials supplied in connection with the construction, manufacture, development, installation, repair or operation of: **(i)** any and all buildings, structures and improvements located on the Property, **(ii)** any and all fixtures, fittings, equipment, machinery and apparatus affixed or attached, actually or constructively, to the Property, and **(iii)** any and all furniture, furnishings, personal property, trade fixtures and equipment located on or used in the operation or maintenance of the Property.

2. Permits. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title, interest, powers, privileges, benefits and options of Assignor, if any, in and to all certificates, licenses, permits, authorizations, consents and approvals from governmental authorities with respect to: **(i)** the design, development, construction and installation of any and all buildings, structures and improvements located on the Property, any and all fixtures, fittings,

equipment, machinery and apparatus affixed or attached, actually or constructively, to the Property; any and all furniture, furnishings, personal property, trade fixtures and equipment located on or used in the operation or maintenance of the Property; **(ii)** vehicular ingress and egress to and from the Property; and **(iii)** the use, operation and occupancy of the Property.

3. Entitlements. Assignor does hereby transfer, assign, convey and set over unto Assignee all of the right, title and interest of Assignor, if any, in and to **(i)** any impact fee credits with, or impact fee payments to, any city, county or municipality in which the Property is located arising from any construction of improvements, or dedication or contribution of property by Assignor, or Assignor’s predecessor in title or interest, related to the Property, **(ii)** any development rights, allocations of development density or other similar rights to the extent allocated to or attributable to the Property, and **(iii)** any utility capacity allocated to or attributable to the Property, whether the matters described in the preceding clauses **(i)**, **(ii)** and **(iii)** arise under or pursuant to governmental requirements, administrative or formal action by governmental authorities, or agreements with governmental authorities or third parties (collectively, the “**Entitlements**”). The Entitlements shall include, without limitation, those matters listed on **Exhibit “B”** attached hereto and made a part hereof.

4. No Representation. This assignment is made without representation or warranty of any nature.

5. Successors and Assigns. This assignment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns.

6. Governing Law. This assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama.

[add signature and notary acknowledgment]

EXHIBIT “F”

FORM OF CERTIFICATE AND AFFIDAVIT OF NON-FOREIGN STATUS

STATE OF ALABAMA)

COUNTY OF MADISON)

NON-FOREIGN AFFIDAVIT RE SALE OF REAL PROPERTY INTEREST

Before me, the undersigned Notary Public in and for said county and state, personally appeared _____, as _____ of [INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company, or INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company] , who being by me first duly sworn, deposes and says, under penalty of perjury, as follows:

1. That INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company (“Seller”) is selling to CITY OF MADISON, ALABAMA, an Alabama municipal corporation (“Purchaser”), certain real property located in the County of Madison, State of Alabama, and described on **Exhibit “A”** hereto; and that such sale constitutes a transfer of a “U.S. Real Property Interest” as that term is defined in the Foreign Investors Real Property Tax Act of 1980, as amended (“FIRPTA”).

2. That this declaration is made for the benefit of Purchaser, and to inform the United States Internal Revenue Service (“IRS”) that Purchaser has no duty to collect withholding taxes for Sellers pursuant to FIRPTA and hereby grants permission for Purchaser to file this Affidavit with the IRS pursuant to any present or future applicable laws or regulations.

3. That Seller intends to file a United States Income Tax Return with respect to the transfer of the real property described on **Exhibit “A”** hereto, and that Seller is one of the following:

- (a) [] not a foreign person [individuals]
- (b) [] a domestic U.S. corporation
- (c) [] a domestic U.S. partnership
- (d) [] a domestic U.S. trust

- (e) a domestic U.S. estate
- (f) a domestic U.S. limited liability company

4. That Seller's [complete one]

(a) Social Security Number is: _____

(b) United States Taxpayer's Identification No. is: _____

5. That Seller will testify, declare or certify before any tribunal, agency, officer or person, in any case now pending or which may hereafter be instituted, to the truth of the facts hereinabove set forth.

[add signature and notary acknowledgment]

EXHIBIT “G”

PROHIBITED USES

1. Any use which is illegal, which constitutes a public or private nuisance, or any use which creates offensive odors, other than normal cooking odors, which are noticeable outside of the improvements.
2. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance).
3. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage dumpsters or compactors which are on the Property for ordinary business purposes).
4. Any central laundry, dry cleaning plant, or laundry facility, coin operated laundry, or laundromat.
5. Any automobile, boat, truck, trailer or R.V. sales, leasing, display or repair facility (other than a high-end car dealership or boat sales incident to other first-class business operations).
6. Any funeral parlor or mortuary.
7. Any adult bookstore or club featuring adult entertainment or other type “adult” establishment selling or exhibiting pornographic materials or paraphernalia for use with illicit drugs.
8. Any massage parlor not incident to a first-class full-service spa or hotel operation.
9. Any pawnshop, flea market, “second-hand”, “surplus”, “used clothing”, or “thrift” store or liquidation outlet, any tent sale, carnival, circus, amusement park, bingo parlor, or any off-track betting parlor or other gambling establishment; provided lottery sales departments incidental to the operation of a permitted use shall be permitted to the extent operated or authorized by the appropriate governmental authority.
10. Any assisted living facility or nursing home.
11. Any residential use, including, without limitation, single family homes, townhomes, or multi-family developments.

EXHIBIT "H"

EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS INSTRUMENT PREPARED BY:

Allie Tucker, Esq.
MAYNARD, COOPER & GALE, P.C.
655 Gallatin Street
Huntsville, AL 35801
(256) 551-0171

STATE OF ALABAMA)

COUNTY OF MADISON)

EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT

THIS EASEMENTS, COVENANTS AND RESTRICTIONS AGREEMENT (this “Agreement”) is entered into this _____ day of December, 2022 (the “Effective Date”) by INTERGRAPH UNIMPROVED PROPERTIES, LLC, a Delaware limited liability company and INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company (herein collectively referred to as “Declarant”), and CITY OF MADISON, an Alabama municipal corporation (“Purchaser,” and together with Declarant the “parties,” and sometimes each individually as “party”).

WITNESSETH:

WHEREAS, Declarant is the owner of certain land located in the City of Madison, Madison County, Alabama, and more particularly described on that certain Final Plat of Hexagon Park Phase I dated _____, recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book ___, Page ___ (the “Plat”) and attached hereto as **Exhibit “A”** and legally described in **Exhibit “B”** attached hereto (collectively, the “Intergraph Campus”); and

WHEREAS, Declarant intends to sell that portion of the Intergraph Campus designated as Lot 2 as shown on the Plat and legally described on **Exhibit “C”** attached hereto (such property is hereinafter referred to collectively as the “Property” or “Lot 2”; All Lots shown on the Plat other than Lot 2 are hereinafter collectively referred to as the “Retained Property” and described in **Exhibit “D”**);

WHEREAS, Purchaser intends to use the Property for a fire station, police station, office space, recreational facilities open to the public, and related uses;

WHEREAS, the parties desire to impose certain covenants, restrictions, easements and conditions on the development and use of the Property, as more particularly set out herein, for the benefit of the Property and the Retained Property; and

WHEREAS, Declarant and Purchaser desire to establish certain other agreements for the mutual benefit of the Retained Property and the Property, as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing premises and recitals and the following conditions and agreements, the parties do hereby impose the following easements, covenants and restrictions on the ownership, use and enjoyment of the Property and the Retained Property, in accordance with the following terms and conditions, and any successor, assignee, transferee or grantee or lessee of any interest in the Property, the Retained Property, or any portion thereof (whether by acceptance of a deed, a lease, a mortgage or any other instrument) shall be subject to the same.

ARTICLE 1

COVENANTS REGARDING DEVELOPMENT

The following terms and provisions shall be enforceable by Declarant (in accordance with this Agreement) against the Property and any owner or occupant of any part thereof until the expiration of the Term (defined herein).

1.1 Improvements.

(a) The construction and development of any improvements on the Property, or the redevelopment of any existing improvements located thereon, must be designed, installed and completed in accordance (i) with all applicable laws, regulations, ordinances and building codes, including without limitation, applicable zoning ordinances and building codes; and (ii) all prior matters of record including without limitation this Agreement.

(b) No part of the building improvements situated on the Property shall be more than three (3) stories in height, excluding however the bays added to the building to house fire engines for the fire station.

1.2 Construction Activities. With respect to the Property, and any portion thereof, construction activities thereon shall not unreasonably interfere with the business operations (including construction) being performed on any part of the Retained Property.

ARTICLE 2

RESTRICTED USES

Purchaser shall use the Property as a fire station, police station, office space, recreational facilities that are open to the public, and related uses, provided however, Purchaser may use the Property for any and all public uses as determined by the City of Madison, Alabama, to be in the interests of the public and for the good and general welfare of the citizens of the City of Madison, Alabama, in accordance with its planning and zoning ordinances and regulations then in effect, provided any such use shall not violate the Restricted Uses. Without limiting the generality of the foregoing, during the Term of this Agreement, no portion of the Property shall be used, leased, operated or occupied as any of the restricted uses listed in **Exhibit “E”** attached hereto and incorporated herein by reference (the “Restricted Uses”). In addition to those restrictions, no part of the Property shall be owned or occupied by any party who is a competitor of Intergraph Corporation or Hexagon AB as of the date hereof.

ARTICLE 3

MAINTENANCE

The Property, the Retained Property, and all improvements thereon shall be maintained by the owner thereof in a first class condition and repair consistent with the standards of first class municipal facilities and/or business facilities, as applicable, in a good, clean, neat and safe condition, and in

compliance with this Agreement and all laws, rules, regulations, orders and ordinances and the requirements of any governmental authority exercising jurisdiction thereof.

ARTICLE 4

TERM

The rights, obligations and liabilities created herein shall run with the land and shall be perpetual in nature (the “Term”), unless terminated in writing by all then owners of the Property and the Retained Property and recorded of record in the office of the judge of probate of Madison County, Alabama..

ARTICLE 5

EASEMENTS

5.1(a) Cross Access Easement. Subject to the terms and conditions herein, Declarant hereby declares a perpetual reciprocal non-exclusive easement for vehicular and pedestrian access, ingress and egress over and upon all drive aisles and rights of way now or hereafter located on the Property and the adjacent lot shown on the Plat as Lot 3 (“Lot 3”), for the use and benefit of all present and future owners of the Property and Lot 3, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar and related parties. For clarification and the avoidance of doubt, this cross access easement does not include parking rights, except however Purchaser and/or its employees, guests, invitees, tenants, customers and licensees shall be permitted use of the parking lot on Lot 3 for events scheduled at the recreational facilities so long as the same does not interfere with the normal business operations on Lot 3. In addition to the foregoing, so long as Declarant or any of Declarant’s affiliates own or control property adjacent to or within one (1) mile of the Property, Declarant and Declarant’s affiliates and their respective employees shall have the right to use, access and enjoy the recreational facilities located on the Property, including, without limitation the restroom facilities located on Building 18 (defined herein), provided Declarant shall first schedule such event with Purchaser to reserve the recreational facilities for Declarant’s desired use. Purchaser shall not alter or demolish said Building 18 without Declarant’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(b) Ingress-Egress Easement. Declarant does hereby declare, and does grant, bargain, sell and convey to Purchaser, its successors and assigns, a perpetual non-exclusive easement for vehicular and pedestrian (including but not limited to fire trucks, police vehicles, emergency vehicles, and traffic related to public recreational activities) access, ingress and egress, from Lot 2 to Graphics Drive over and upon Lot 4 in the area shown on the Plat and the attached **Exhibit “F”** (“Ingress-Egress Easement”), for the use and benefit of Lot 2. This Ingress-Egress Easement shall include the right of Purchaser, at its sole expense, to improve the Ingress-Egress Easement area to include paving, curbing and striping in accordance with such plans and specifications which shall be subject to the prior review and approval of Declarant, such approval not to be unreasonably withheld, conditioned or delayed.

5.2 Cross Utility Easement.

(a) Notwithstanding anything to the contrary contained in this Agreement, certain utilities for Building 23A, as shown on **Exhibit “G”** attached hereto (“23A”), owned or to be owned by Purchaser, and Building 23B as shown on **Exhibit “G-1”** attached hereto (“23B”), owned by Declarant, are jointly metered by Madison Utilities. Declarant hereby declares a perpetual reciprocal non-exclusive

easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the existing utility improvements and equipment currently existing on the Property and Lot 3 for the use and benefit of all present and future owners of the Property and Lot 3, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar related parties. Purchaser shall be responsible for maintaining, repairing and replacing any utility improvements located on 23A and 23B (located on the exterior of the premises up to the utility meter), subject to the pro rata reimbursement as set forth in Section 6.2. Purchaser shall have the right to enter onto 23B for the purpose of reading the utility meter, and for the purpose of maintaining, repairing and replacing any utility improvements located on 23B; provided, however, that except in the case of emergency, Purchaser shall give written notice to the owner of 23B prior to performing any maintenance, repair or replacement in accordance with this Section 5.2(a).

(b) Notwithstanding anything to the contrary contained in this Agreement, certain utilities for the Wellness Center, as shown on **Exhibit "G-2"** attached hereto (the "Wellness Center") and the outdoor bathroom, as shown on **Exhibit "G-3"** attached hereto ("Building 18"), are jointly metered by Madison Utilities. Declarant hereby declares a perpetual reciprocal non-exclusive easement for utilities, drainage and sanitary sewer on, over, along, across, under and through the existing utility improvements and equipment currently existing on the Property and the adjacent lot shown on the Plat as Lot 4 ("Lot 4") for the use and benefit of all present and future owners of the Property and Lot 4, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar related parties. Declarant shall be responsible for maintaining, repairing and replacing any utility improvements located in the Wellness Center and Building 18 which are not owned or maintained by a public utility company (located on the exterior of the premises up to the utility meter), subject to the pro rata reimbursement as set forth in Section 6.2. Declarant shall have the right to enter onto Building 18 for the purpose of reading the utility meter, and for the purpose of maintaining, repairing and replacing any utility improvements located on Building 18; provided, however, that except in the case of emergency, Declarant shall give written notice to the owner of the Building 18 prior to performing any maintenance, repair or replacement in accordance with this Section 5.2(b).

5.3 Indemnity. Each party agrees to indemnify, defend and hold harmless the other party and its respective partners, members, officers, shareholders, agents, lenders, successors and assigns from and against any and all claims, liabilities, demands, fines, suits, causes of action, judgments, damages, costs and expenses, including reasonable attorneys' fees and court costs, arising from or in connection with the use of the easements and rights created hereunder, except to the extent arising from the negligent act or omission of the party seeking indemnification. Notwithstanding the foregoing, Purchaser does not hereby waive any immunities that it may have or which exist under applicable laws limiting actions and/or damages against municipalities.

ARTICLE 6

ADDITIONAL COVENANTS

6.2 Retained Property. The parties acknowledge and agree that, except as otherwise specifically provided, nothing set forth herein shall be deemed to impose covenants and/or restrictions on the Retained Property and/or Declarant's use thereof except for the easements set forth in Article 5 above and the cost sharing obligations set forth in Section 6.2 below.

6.3 Payment of Utilities and Maintenance Costs.

(a) Declarant shall pay to Purchaser Declarant's Pro Rata Share of utility charges associated with 23A and 23B ("23A/23B Utility Charge") in the form of monthly utility charges within ten (10) days of the first day of each month, said payments to be based on Purchaser's estimate (from time to time) of utility charges for each calendar year. "Pro Rata Share" as used in this Section 6.2(a) shall mean the product of (i) the square footage of 23B divided by the total square footage of 23A and 23B together, and (ii) the 23A/23B Utility Charge. Within 120 days after the expiration of each calendar year, Purchaser shall submit a statement to Declarant which shall set forth Purchaser's estimate of the 23A/23B Utility Charge for the current calendar year, and Declarant's actual Pro Rata Share of the 23A/23B Utility Charge for the preceding year; provided, however, if Purchaser fails to deliver such statement to Declarant on or before the date on which such annual statement must be delivered, Declarant may send to Purchaser a written notice requesting said statement and if Purchaser fails to send the applicable statement to Declarant within 30 days after receipt of such written request therefor from Declarant, Declarant may elect to defer the monthly payment of the 23A/23B Utility Charge until Purchaser delivers the statement to Declarant; it being understood, acknowledged and agreed, however, that once Declarant receives such statement, Declarant shall pay to Purchaser all such deferred amounts and shall thereupon and thereafter pay monthly installments of the 23A/23B Utility Charge as and when due pursuant to this Section 6.2(a). If the total amount paid by Declarant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within 30 days after receipt of the statement. Purchaser may provide any refund in the form of a credit against the next installment or installments of the 23A/23B Utility Charge due from Declarant to Purchaser hereunder.

(b) Purchaser shall pay to Declarant Purchaser's Pro Rata Share of utility charges associated with the Wellness Center and Building 18 ("Wellness Center Utility Charge") in the form of monthly utility charges within ten (10) days of the first day of each month, said payments to be based on Declarant's estimate (from time to time) of utility charges for each calendar year. "Pro Rata Share" as used in this Section 6.2(b) shall mean the product of (i) the square footage of Building 18 divided by the total square footage of Building 18 and the Wellness Center together, and (ii) the Wellness Center Utility Charge. Within 120 days after the expiration of each calendar year, Declarant shall submit a statement to Purchaser which shall set forth Declarant's estimate of the Wellness Center Utility Charge for the current calendar year and Purchaser's actual Pro Rata Share of the Wellness Center Utility Charge for the preceding year; provided, however, if Declarant fails to deliver such statement to Purchaser on or before the date on which such annual statement must be delivered, Purchaser may send to Declarant a written notice requesting said statement and if Declarant fails to send the applicable statement to Purchaser within 30 days after receipt of such written request therefor from Purchaser, Purchaser may elect to defer the monthly payment of the Wellness Center Utility Charge until Declarant delivers the statement to Purchaser; it being understood, acknowledged and agreed, however, that once Purchaser receives such statement, Purchaser shall pay to Declarant all such deferred amounts and shall thereupon and thereafter pay monthly installments of the Wellness Center Utility Charge as and when due pursuant to this Section 6.2(b). If the total amount paid by Purchaser is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within 30 days after receipt of the statement. Declarant may provide any refund in the form of a credit against the next installment or installments of the Wellness Center Utility Charge due from Purchaser to Declarant hereunder.

(c) As an alternative to Purchaser's monthly payment of Purchaser's Pro Rata Share of the Wellness Center Utility Charge, Declarant may elect to offset such amounts against Declarant's Pro Rata Share of the 23A/23B Utility Charge by the amount of Purchaser's Pro Rata Share of the Wellness Center Utility Charge.

(d) The parties agree that any maintenance, repairs or replacements performed with respect to the utility improvements in Section 5.2(a) and 5.2(b) shall be subject to reimbursement by the other party. The party responsible for performing the maintenance shall present a breakdown of the shared costs based upon each party's pro rata share of the actual and verifiable costs of such maintenance, calculated using the square footage of each respective building divided by the costs of such maintenance. The reimbursing party shall pay to the requesting party their pro rata share of the maintenance costs within thirty (30) days of receipt of such written request for reimbursement.

ARTICLE 7

DEFAULT AND REMEDIES

7.1 Default. If the owner of the Property or the Retained Property fails to comply with any provision of this Agreement, then Declarant or Purchaser, as applicable, may, in its sole discretion but without any obligation to do so, upon sixty (60) days written notice to the defaulting party, proceed to cure the default (and shall have a license to do so) by the payment of money or the performance of some other action for the account of the defaulting party (as applicable). The foregoing right to cure shall not be exercised if within the sixty (60) day notice period (i) the defaulting party (as applicable) shall cure the default, or (ii) if the default is curable, but cannot reasonably be cured within that time period, if the defaulting party (as applicable) shall notify the non-defaulting party that it intends to cure and shall begin to cure such default with such time period and shall diligently pursue such action to completion. The sixty (60) day notice period shall not be required if, using reasonable judgment, the non-defaulting party deems that an emergency exists which requires immediate attention. In the event of such an emergency, whatever notice that is reasonable under the circumstances will be required.

7.2 Attorney's Fees. In the event either party shall institute any action or proceeding against the other party relating to the provisions of this Agreement, or to any default hereunder, or to collect any amounts owing hereunder, or an arbitration proceeding is commenced by agreement of the parties to any dispute, the unsuccessful party in such action or proceeding shall reimburse the successful party therein for costs and expenses incurred by the successful party in connection with such action or proceeding and any appeals therefrom, including reasonable attorneys' fees and court costs.

7.3 Remedies Cumulative. All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. Either party shall also have the right to restrain by injunction any violation or threatened violation by the owner of the Property or the Retained Property, as applicable, any of the terms, covenants, or conditions of this Agreement, and either party may obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Notwithstanding the foregoing, Purchaser does not hereby waive any immunities that it may have or which exist under applicable laws limiting actions and/or damages against municipalities.

ARTICLE 8

MISCELLANEOUS

8.1 **Binding Effect.** The terms of this Agreement shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become parties hereunder. The use of the term “Purchaser” shall refer to the current record title holder of any portion of the Property and its successors and assigns with respect to the ownership of such parcel. The use of the term “Declarant” shall refer to the current record title holder of the Retained Property and its successors and assigns with respect to the ownership of such parcel.

8.2 **Liability.** The parties shall be liable for the performance of their respective obligations under this Agreement, and injunctive and other relief, including specific performance, shall be available to enforce such obligations. However, upon any sale or conveyance of the Retained Property or the Property (as the case may be) to a third party, the owner, as the case may be, who shall have sold its respective parcel, shall be forever released of any of its obligations hereunder (except for any obligation which shall have accrued at the time of such transfer), and such obligations arising thereafter shall be enforceable only against the party who shall acquire title to such respective parcel.

8.3 **Singular and Plural.** Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

8.4 **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each party shall be considered a separate owner, and no party shall have the right to act as an agent for another party, unless expressly authorized to do so herein or by separate written instrument signed by the party to be charged.

8.5 **Severability.** Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, shall in a no way effect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

8.6 **Amendments.** This Agreement may be amended by, and only by, a written agreement signed by all of the then current owners of the Retained Property and the Property (and mortgagee consents as applicable) and shall be effective only when recorded in the office of the Judge of Probate of Madison County, Alabama. No consent to the amendment of this Agreement shall ever be required of any person other than the foregoing parties, nor shall any person other than Declarant and Purchaser (and its respective successors and assigns) have any right to enforce any of the provisions hereof.

8.7 **Captions and Capitalized Terms.** The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement.

8.8 **Notices.** Any notice or other instrument required or permitted to be given or delivered under the terms of this Agreement shall be deemed to have been given and delivered, upon receipt, when deposited with a nationally recognized overnight courier (prepaid by sender or billed to sender’s account) or in the United States mail, postage prepaid, certified or registered, return receipt requested. Such notices may also be sent by personal delivery, in which case notice shall deemed delivered upon receipt. Any

notice required or permitted to be given hereunder shall be deemed given and effective upon receipt thereof by the recipient thereto:

To Declarant: Intergraph Improved Properties, LLC
Intergraph Unimproved Properties, LLC
305 Intergraph Way
Madison, Alabama 35758
Attn: Ms. Denise Bates

With a copy to: Anthony P. Zana, Esq.
Intergraph Corporation
305 Intergraph Way
Madison, Alabama 35758

And a copy to: Maynard Cooper & Gale, P.C.
655 Gallatin Street
Huntsville, Alabama 35801
Attn: Allie Tucker, Esq.

To Purchaser: City of Madison
Legal Department
100 Hughes Road
Madison, Alabama 35758
Attn: Brian Kilgore
Email: brian.kilgore@madisonal.gov

With a copy to: Wilmer and Lee, PA
100 Washington St. NE, Suite 200
Huntsville, Alabama 35801
Attn: Suzanne Currie
Email: scurrie@wilmerlee.com

A party’s address may be changed by written notice to the other interested party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

8.9 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall (i) entitle any party to cancel, rescind or, otherwise terminate this Agreement, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Retained Property or the Property. However, such limitation shall not affect in any manner any rights or remedies which a party may be hereunder by reason of any such breach.

8.10 Time. Time is of the essence of this Agreement.

8.11 Non-waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

8.12 **Mortgage Subordination.** Any mortgage, deed of trust, or deed to secure debt affecting any part of the Property or the Retained Property shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage, deed of trust or deed to secure debt, or acquiring title by deed in lieu of foreclosure or trustee’s sale shall acquire title subject to all of the terms and provisions of this Agreement.

8.13 **Applicable Law/Construction.** This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions.

8.14 **Entire Agreement.** This Agreement, including the Exhibits hereto, set forth the entire understanding and agreement regarding the above matters; all courses of dealing, usage of trade and all prior representations, promises, understandings and agreements, whether oral or written, are suspended by and merged into this Agreement.

8.15 **Force Majeure.** References to “force majeure” hereinabove shall refer to delays due to strikes, riots, acts of God, governmental intervention or any other causes beyond the control of the owner of the Property and the Retained Property. Delays directly caused by the foregoing shall be excluded from the computations of deadlines in this Agreement.

8.16 **Estoppel Statement.** Upon the reasonable request of any party to this Agreement, any other party shall promptly execute and deliver, from time-to-time, a certificate confirming, if such then be the fact, that this instrument continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the undersigned caused this Agreement to be executed effective as of the day and year first above written.

DECLARANT:

INTERGRAPH IMPROVED PROPERTIES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

INTERGRAPH UNIMPROVED PROPERTIES,
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:

CITY OF MADISON, an Alabama municipal
corporation

By: _____
Name: _____
Title: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____, whose name as _____ of Intergraph Improved Properties, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he/she) as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this _____ day of _____, 2022.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State, hereby certify that _____, whose name as _____ of Intergraph Unimproved Properties, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he/she) as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this _____ day of _____, 2022.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A" INTERGRAPH CAMPUS PLAT

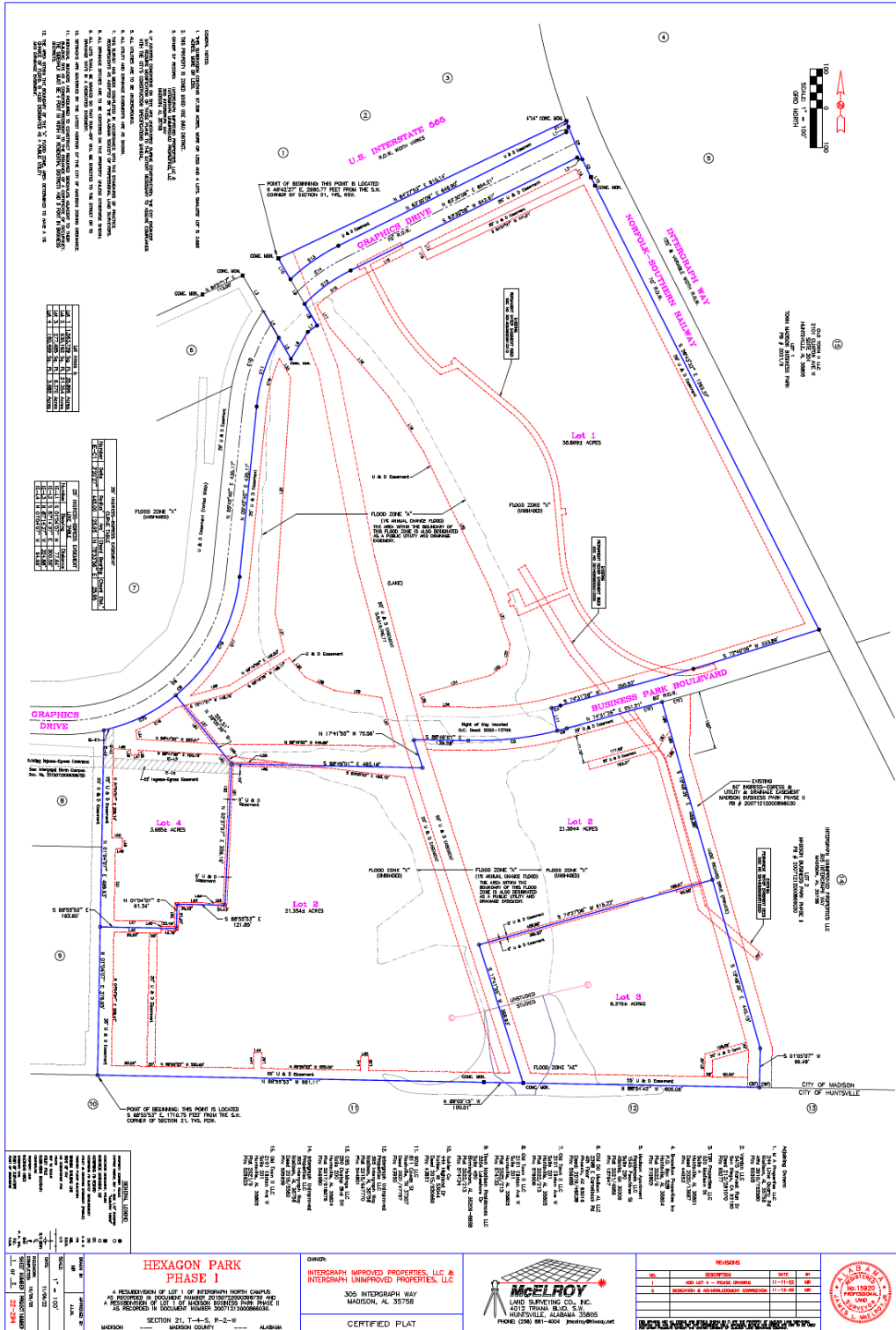


EXHIBIT "B"**INTERGRAPH CAMPUS
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Madison, State of Alabama, and is described as follows:

Lots 1, 2, 3 and 4 as shown on that certain Certified Plat of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North Campus as recorded in Document Number 20150722000398750 and a Resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030, as recorded in Book 2022, Page ____, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT "C"
PROPERTY
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Madison, State of Alabama, and is described as follows:

Lot 2, as shown on that certain Certified Plat of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North Campus as recorded in Document Number 20150722000398750 and a Resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030, as recorded in Book 2022, Page ____, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT "D"**RETAINED PROPERTY
LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Madison, State of Alabama, and is described as follows:

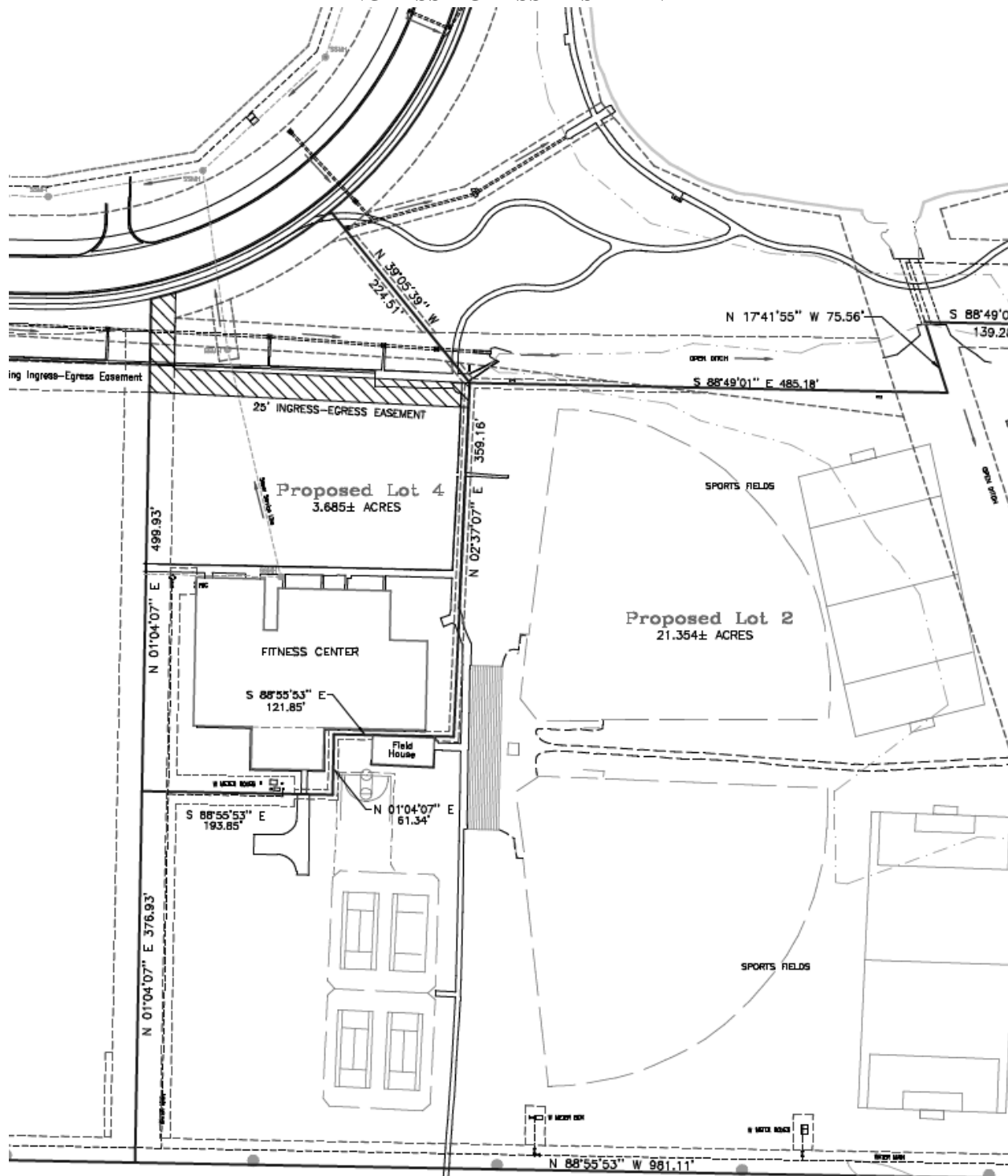
Lot 1, Lot 3, and Lot 4, as shown on that certain Certified Plat of Hexagon Park Phase I, a Resubdivision of Lot 1 of Intergraph North Campus as recorded in Document Number 20150722000398750 and a Resubdivision of Lot 1 of Madison Business Park Phase II as recorded in Document Number 20071212000866030, as recorded in Book 2022, Page ____, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT “E”**RESTRICTED USES**

1. Any use which is illegal, which constitutes a public or private nuisance, or any use which creates offensive odors, other than normal cooking odors, which are noticeable outside of the improvements.
2. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance).
3. Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage dumpsters or compactors which are located on the Property for business purposes).
4. Any central laundry, dry cleaning plant, or laundry facility, coin operated laundry, or laundromat.
5. Any automobile, boat, truck, trailer or R.V. sales, leasing, display or repair facility (other than a high-end car dealership or boat sales incident to other first-class business operations).
6. Any funeral parlor or mortuary.
7. Any adult bookstore or club featuring adult entertainment or other type “adult” establishment selling or exhibiting pornographic materials or paraphernalia for use with illicit drugs.
8. Any massage parlor not incident to a first-class full-service spa or hotel operation.
9. Any pawnshop, flea market, “second-hand”, “surplus”, “used clothing”, or “thrift” store or liquidation outlet, any tent sale, carnival, circus, amusement park, bingo parlor, or shooting gallery, or any off-track betting parlor or other gambling establishment; provided lottery sales departments incidental to the operation of a permitted use shall be permitted to the extent operated or authorized by the appropriate governmental authority.
10. Any assisted living facility or nursing home.
11. Any residential use, including, without limitation, single family homes, townhomes, or multi-family developments.

EXHIBIT "F"

INGRESS-EGRESS EASEMENT



{H0678059.5}

EXHIBIT "G"

23A

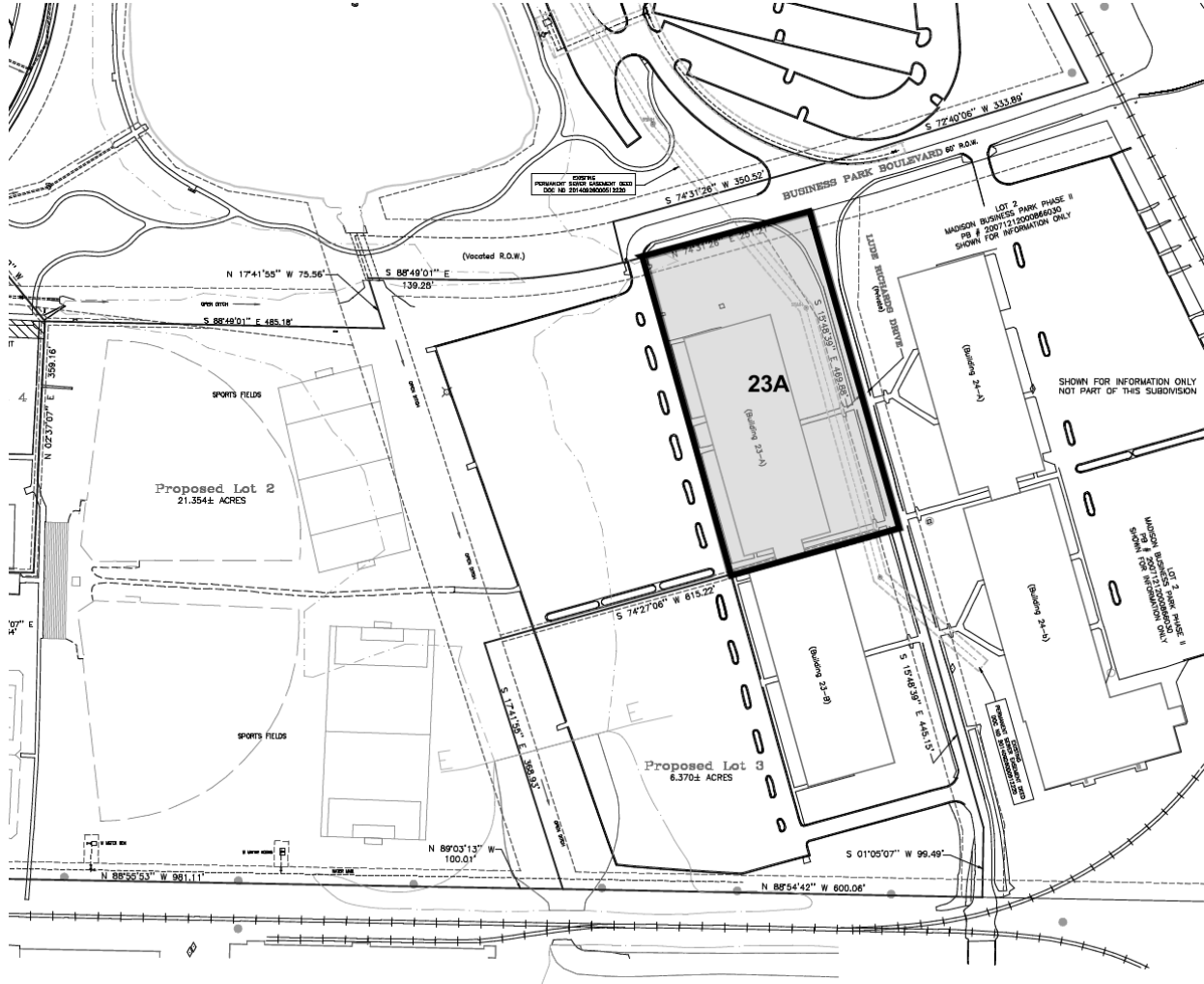
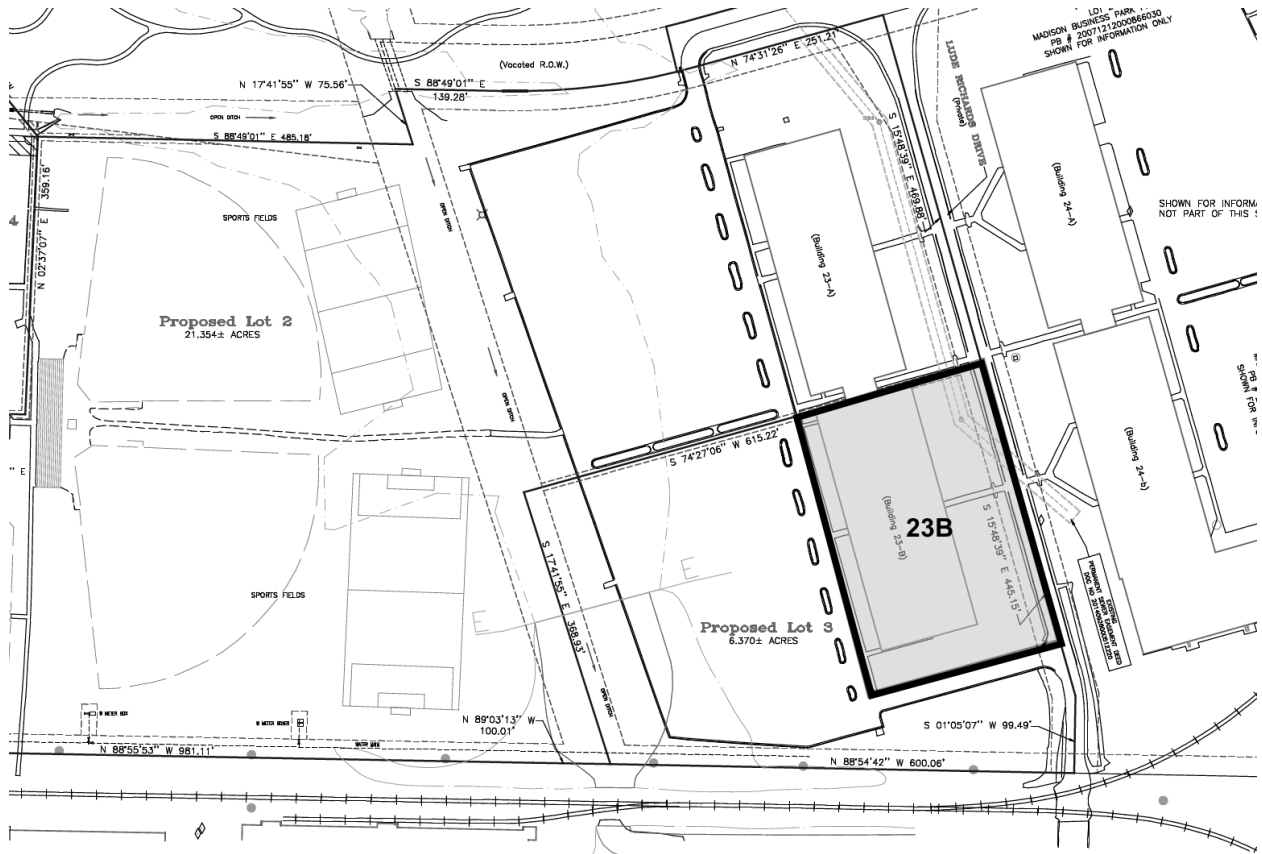


EXHIBIT "G-1"

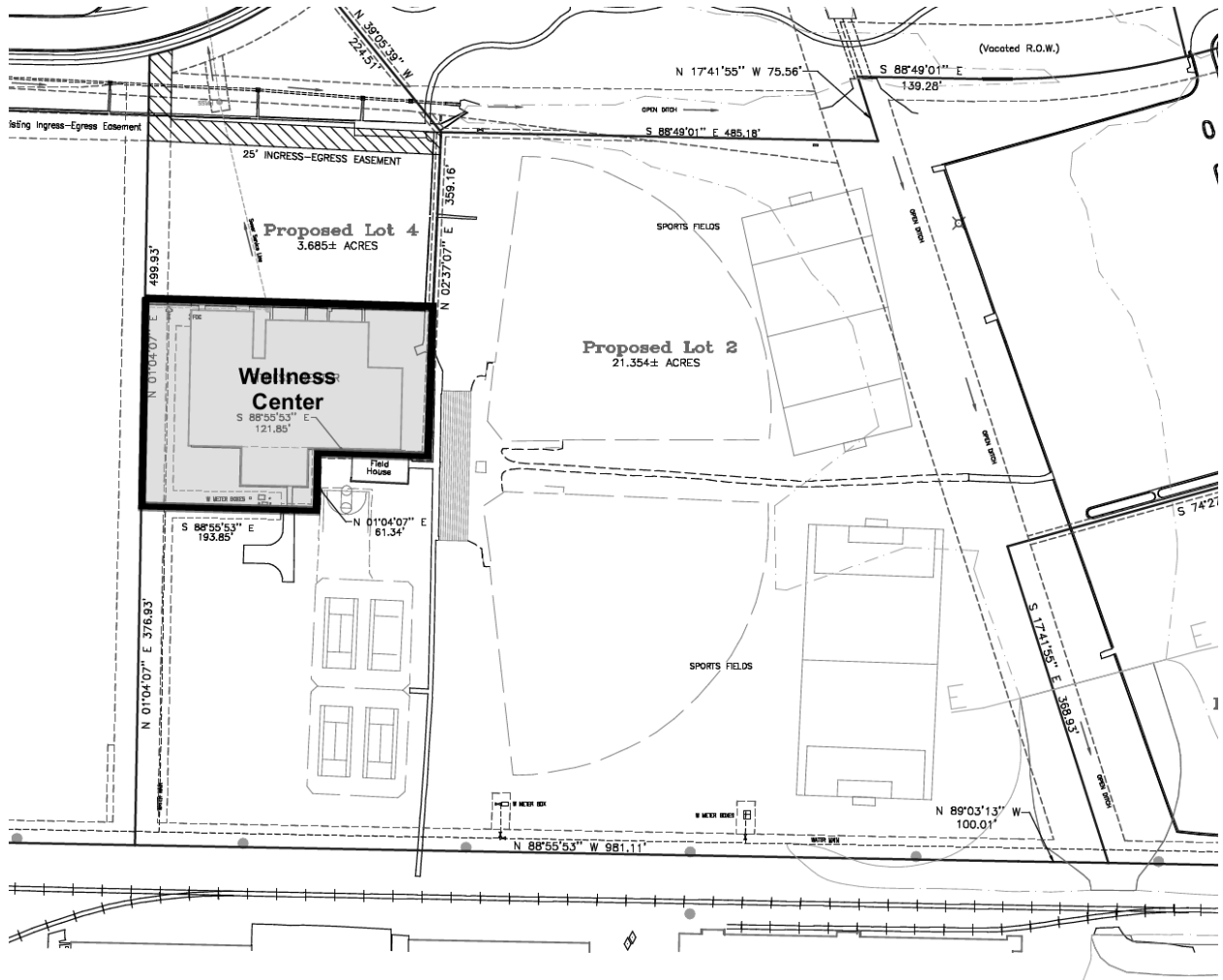
23B



{H0678059.5}

EXHIBIT "G-2"

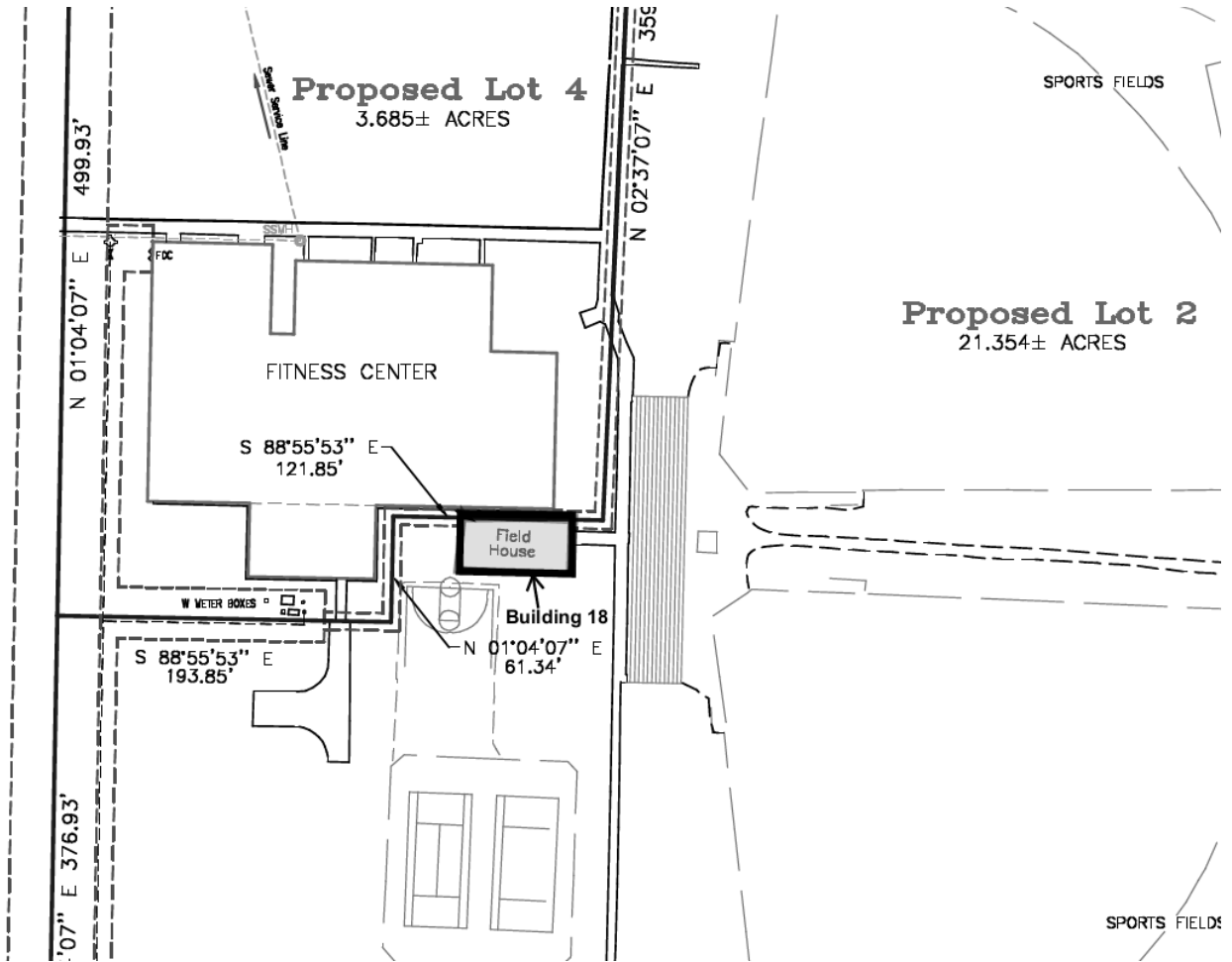
WELLNESS CENTER



{H0678059.5}

EXHIBIT "G-3"

BUILDING 18



ORDINANCE NO. 2022-320

**AN ORDINANCE REPEALING AND REPLACING
SECTION 1, CHAPTER 9 OF THE MADISON CITY CODE ENTITLED
“General Penalty”**

WHEREAS, the City of Madison City Attorney has recommended that the City Council amend the general penalties for criminal offenses and violations in order to have the municipal penalties for said offenses and violations be consistent and include all maximum fines and penalties allowed under Section 11-45-9 of the Code of Alabama (1975); and

WHEREAS the proposed amendment will benefit the public health, safety, and welfare of the residents of the City of Madison by providing the Court with more adequate sentencing ranges for various crimes;

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to replace the following provision of the Code:

Section 1. The language contained within Chapter 1, Section 9 entitled “General penalty” of the Madison City Code, from subsection (b) through (j) is hereby repealed by striking the italicized language contained herein:

(b) Unless a higher penalty is otherwise specified, wherever in this Code, or in any ordinance or resolution of the city, or rule, regulation or order promulgated by any officer or agent of the city under authority duly vested in such officer or agent, any act is prohibited or is declared to be unlawful or a misdemeanor or the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code or any such ordinance, resolution, rule, regulation, or order shall be punished by a fine not less than \$1.00 and not exceeding \$500.00 or by imprisonment at hard labor not exceeding six months, or both; provided, however, that any person found to be in violation of Code of Ala. 1975, § 32-5A-191, shall, upon conviction, be punished in accordance with the provisions set out in such Code of Ala. 1975, § 32-5A-191. Each day any violation of this Code or any such ordinance, resolution, rule, regulation or order shall continue shall constitute a separate offense.

(c) Any person who is convicted under subsection (a) of this section shall be punished by fine, not to exceed \$500.00 or by imprisonment at hard labor upon the streets or public works or in the workhouse or house of correction in the city, not exceeding six months, one or both; and in the event any fine or cost is not presently paid, the municipal judge shall sentence the offender, or person, thus in default to work out the fine and costs at hard labor upon the streets or public works or in the workhouse or house of correction of the city, and persons so sentenced to hard labor shall be allowed not less than \$10.00 for each day’s service so performed.

(d) Any person committing an offense within the corporate limits of the city which is declared by a law of the state, now existing or hereafter enacted, to be an offense as defined in Code of Ala. 1975, § 13A-1-2, which is not declared by a law of the state to be a felony, misdemeanor or violation, shall, upon conviction, be punished by a fine of not less than \$1.00 nor more than \$500.00, and/or may be imprisoned or sentenced to labor for the city for a period of not exceeding six months, at the discretion of the court trying the case.

(e) Any person committing an offense within the corporate limits of the city which is declared by a law of the state, now existing or hereafter enacted, to be a violation shall, upon conviction, be punished by a fine of not less than \$1.00 nor more than \$200.00, and/or may be imprisoned or sentenced to labor for the city for a period of not exceeding 30 days, or double the pecuniary gain to the defendant or loss to the victim as authorized in Code of Ala. 1975, § 13A-5-12, at the discretion of the court trying the case.

(f) Any corporation found to be in violation shall, upon conviction, be punished by a fine of not less than \$1.00, nor more than \$500.00, at the discretion of the court trying the case.

(g) In all cases where the same offense is made punishable or is created by different clauses or sections of this Code or of an ordinance, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense, provided that the revocation of a license or permit, or the abatement of a nuisance and the assessment of the cost thereof shall not be considered a recovery or penalty so as to bar the enforcement of any other penalty.

(h) No penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine and sentence established under state law for the commission of a substantially similar offense.

(i) Whenever a minimum, but not a maximum, fine or penalty is imposed, the court may in its discretion fine the offender the minimum or any sum exceeding the minimum fine or penalty so imposed, but not exceeding the maximum provided in this section.

(j) No provision of this Code or any ordinance designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for a failure to perform such duty, unless the intention of the council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to replace the proceeding provisions of the Code with the following substituted subsections (b) through (j):

(b) Unless a higher penalty is otherwise specified herein, wherever in this Code or in any ordinance or resolution of the city, or rule, regulation or order promulgated by any officer or agent of the city under authority duly vested in such officer or agent, any act is prohibited or is declared to be unlawful or a misdemeanor or the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor and no specific penalty is provided for the violation thereof, the violation of any such provision of this Code or any such ordinance, resolution, rule, regulation, or order shall be punished by a fine not less than one dollar (\$1.00) and not exceeding five hundred dollars (\$500.00) or by imprisonment at hard labor not exceeding twelve months, or both. Each day any violation of this Code or any such ordinance, resolution, rule, regulation or order shall continue shall constitute a separate offense.

(c) Any person found to be in violation of Code of Ala. 1975, § 32-5A-191, shall, upon conviction, be punished in accordance with the provisions set out in such Code of Ala. 1975, § 32-5A-191.

(d) Any person committing an offense within the corporate limits of the city which is declared by a law of the state, now existing or hereafter enacted, to be a Class A misdemeanor shall, upon conviction, be punished by a fine of not less than five hundred dollars (\$500) nor more than five thousand dollars (\$5,000.00), and/or may be imprisoned or sentenced to labor for the city for a period of not exceeding twelve (12) months,

(e) Notwithstanding any other provisions of law, the maximum fine for every person either convicted for violating any of the following misdemeanor offenses or adjudicated as a youthful offender for such shall be

punishable by a fine not exceeding one thousand dollars (\$1,000.00) or by imprisonment at hard labor not exceeding six (6) months, or both:

- (1): *Criminal mischief in the second degree;*
- (2): *Criminal mischief in the third degree;*
- (3): *Tampering with availability of gas, electricity, or water;*
- (4): *Possession of traffic sign, notification, destruction, defacement, etc. of traffic sign or traffic control device; defacement of public building or property;*
- (5): *Offenses against intellectual property;*
- (6): *Theft by fraudulent leasing or rental;*
- (7): *Charitable fraud in the third degree;*
- (8): *Illegal possession of food stamps in the third degree.*

(f) Any person committing an offense within the corporate limits of the city which is declared by a law of the state, now existing or hereafter enacted, to be a violation shall, upon conviction, be punished by a fine of not less than \$1.00 nor more than \$200.00, and/or may be imprisoned or sentenced to labor for the city for a period of not exceeding thirty (30) days, or double the pecuniary gain to the defendant or loss to the victim as authorized in Code of Ala. 1975, § 13A-5-12, at the discretion of the court trying the case.

(g) Any corporation found to be in violation shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00), nor more than five hundred (\$500.00), at the discretion of the court trying the case.

(h) In all cases where the same offense is made punishable or is created by different clauses or sections of this Code or of an ordinance, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense, provided that the revocation of a license or permit, or the abatement of a nuisance and the assessment of the cost thereof shall not be considered a recovery or penalty so as to bar the enforcement of any other penalty.

(i) No penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine and sentence established under state law for the commission of a substantially similar offense.

(j) Whenever a minimum, but not a maximum, fine or penalty is imposed, the court may in its discretion fine the offender the minimum or any sum exceeding the minimum fine or penalty so imposed, but not exceeding the maximum provided in this section.

(k) No provision of this Code or any ordinance designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for a failure to perform such duty, unless the intention of the council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

Section 2. If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable.

Section 3. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 19th day of December 2022.

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 2022.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2022-326

**AN ORDINANCE AMENDING SECTION 2-42 OF
THE MADISON CITY CODE ENTITLED
"Rules governing city council procedures"**

WHEREAS, the City of Madison seeks to allow the Mayor and members of the City Council to attend City Council and Committee Meetings by telephone and/or video conferencing pursuant to Alabama Code Section 36-25A-5.2; and

Section 1 **BE IT ORDAINED** by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to insert the following subsection thirty-two (32) into Madison City Code Section 2-42:

- (32) The city council shall allow participation in city council meetings and committee meetings by means of telephone conference, video conference, or other similar communications equipment that allows all participants to hear one another at the same time; provided, that both of the following conditions are fulfilled:
- (a) No less than a quorum of the members of the governmental body are physically present at the physical location of said meeting; and
 - (b) The members of the council or committee participating by electronic means as provided in this section are unable to be physically present at the meeting due to illness.

Participation by electronic means as authorized in this section shall constitute presence in person at the meeting for all purposes, except for the establishment of a quorum. Each meeting in which members of the body are participating by electronic means as authorized in this section shall be held at a physical location available for persons wishing to be physically present, at which any interested member of the public shall be able to hear all persons who are participating remotely.

Section 2 If any provision of this ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of this code and such amendments and statutes are declared to be severable; and

Section 3 No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 4 This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 19th day of December 2022.

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 2022.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2022-327**AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSARIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MADISON, PURSUANT TO ALABAMA CODE SECTION 20-2A-51(c).**

WHEREAS, The State of Alabama has enacted Alabama Code Section 20-2A-1, *et seq.* (the Act), authorizing the cultivation, processing, and sales of cannabis products for medical use by patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, the Act requires the Alabama Medical Cannabis Commission to adopt rules that ensure safety, security, and integrity of the operation of medical cannabis facilities and protect the health, safety, and security of the public, thus heavily regulating all aspects of the medical cannabis industry, including dispensary operations, (See Alabama Code Section 20-2A-50 – 20-2A-68, Code of Alabama); and

WHEREAS, the Alabama Medical Cannabis Commission published its rules adopted pursuant to Alabama Code Section 20-2A-53 on August 31, 2022, and will accept applications from October 31 through December 30, 2022; and

WHEREAS, the Commission will deem applications complete and submitted on or about April, 13, 2023, and will open a public comment period on or about April 14, 2023 to accept comments from the public on all pending applications and may set a public hearing, at the Commission's discretion, before the issuance of licenses on or after July 10, 2023; and

WHEREAS, the number of licenses for dispensary facilities to be issued by the Commission for 2023 are limited to thirty-seven (37) statewide as further enumerated as follows:

Integrated Facilities – up to five (5) licenses; each licensee authorized up to five (5) dispensing sites located in separate counties

Dispensary – up to four (4) licenses; each licensee authorized up to three (3) dispensing sites located in separate counties

WHEREAS, a dispensary, including a dispensary under an Integrated Facility License may only operate in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and

WHEREAS, the operation of a medical cannabis dispensary will provide new economic and employment opportunities and new revenue through business licensing and other taxes; and

WHEREAS, the operation of a medical cannabis dispensary will provide new options to care for person's with qualifying medical conditions; and

WHEREAS, the Council of the City of Madison finds that it is in the best interest of the public health, safety, and welfare to authorize the operation of medical cannabis dispensing facilities within the City of Madison, subject to the strict regulation and oversight of the Alabama Medical Cannabis Commission.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Madison as follows:

SECTION 1.

- (a) The operation of medical cannabis dispensaries within the corporate limits of the City of Madison is authorized, subject to any applicable zoning restrictions the City may adopt pursuant to Alabama Code Section 20-2A-51(c)(3).
- (b) The operation of any facility, regardless of type, licensed by the Alabama Medical Cannabis Commission within the City of Madison shall comply with the Commission's strict regulation and oversight and shall comply with all laws and ordinances for the operation of a business within the City, including, but not limited to business licensing and other required taxes, and with all applicable ordinances and codes for location, construction, and sanitation of business premises within the City of Madison.
- (c) This ordinance shall be interpreted with respect to Alabama Code Section 20-2A-1, *et seq.* and the rules of the Alabama Medical Cannabis Commission, as either is now or may hereafter be amended.

SECTION 2.

A certified copy of this ordinance shall be submitted within seven (7) days of its adoption to the Alabama Medical Cannabis Commission by the City Clerk, as provided in Alabama Code Section 20-2A-51(c)(2).

SECTION 3. SEVERABILITY. The provisions of this ordinance are severable. If any part of this ordinance is determined by a court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, such determination shall not affect any other part of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall be effective when published as required by law.

READ, PASSED AND ADOPTED this _____ day of December 2022.

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 2022.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2022-334

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
\$77,670,000 OF GENERAL OBLIGATION ECONOMIC DEVELOPMENT
WARRANTS, SERIES 2022**

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

ARTICLE I

**DEFINITIONS, USE OF WORDS AND
PHRASES, AND FINDINGS BY THE CITY**

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations:

“**Bank**” means The Bank of New York Mellon Trust Company, N.A., in its role as Warrant Registrar and Paying Agent.

“**Beneficial Owner**” means the owner of a Warrant or portion thereof for federal tax purposes.

“**Business Day**” means any day other than a Saturday, Sunday or day on which banking institutions are required or authorized to close in the city in which the designated corporate trust agency office of the Bank is located, or on which the Federal Reserve Bank is closed.

“**Capital Improvement Account**” means the account designated as such and created pursuant to Section 8.1 hereof.

“**Capitalized Interest**” shall mean the portion of the proceeds of the Warrants deposited in the Warrant Fund and applied as provided in Section 8.2.

“**City**” means the municipal corporation in the State of Alabama known as the City of Madison, Alabama, as it now exists, and any political subdivision resulting from any merger or consolidation thereof with any other political subdivision.

“**City Clerk**” means the city clerk of the City, or any person acting in such capacity for purposes of the issuance of the Warrants.

“**Code**” means the Internal Revenue Code of 1986 as amended.

“**Cooperative District**” means the Town Madison Cooperative District, a public corporation created and existing pursuant to Chapter 99B of Title 11 of the Code of Alabama 1975.

“**Cooperative District Bond**” means Revenue Bond (Town Madison Project), Series 2022A issued by the Cooperative District pursuant to the District Indenture.

“**Council**” means the governing body of the City as from time to time constituted.

“**County Funding Agreement**” means the Funding Agreement, dated November 14, 2022, between Madison County and the Cooperative District.

“**Direct Participant**” means securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations which participate in the Securities Depository with respect to the Warrants.

“**District Indenture**” means the Trust Indenture, dated December 12, 2022, between the Cooperative District and Regions Bank, as trustee.

“**Economic Development Amendment**” means Amendment 772 to the Constitution of Alabama of 1901 (codified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901), as amended by the amendment proposed by Act No. 2022-286 adopted at the 2022 Regular Session of the Legislature of Alabama and ratified on November 8, 2022.

“**Economic Development Project**” shall have the meaning given that term in Section 1.3(d) hereof, subject to being amended and supplemented as provided in Section 8.1 hereof.

“**Government Obligations**” means direct obligations of the United States of America and obligations unconditionally guaranteed by the United States of America.

“**Interest Payment Date**” means, with respect to the Warrants, any June 1 or December 1, prior to payment thereof.

“**Overdue Interest**” means interest due but not paid on the Interest Payment Date on which such interest is required to be paid.

“**Record Date**” means, as to any Interest Payment Date, the May 15 or November 15 immediately preceding such Interest Payment Date.

“**Securities Depository**” has the meaning given that term in Section 3.5 hereof.

“**Treasurer**” shall mean the treasurer or any assistant treasurer of the City.

“**Warrant Authorizing Law**” means Section 2, Chapter 47 of Title 11, Code of Alabama, 1975, as amended.

“**Warrant Fund**” means the special account created pursuant to Section 8.3 hereof.

“**Warrant Holder**” or “**Holder**” means the registered holder, from time to time, of any of the Warrants.

“**Warrants,**” unless otherwise indicated, means \$77,670,000 in aggregate principal amount of the City's General Obligation Economic Development Warrants, Series 2022, as more particularly described in Article II hereof and issued hereunder.

Section 1.2 Use of Words and Phrases. The following provisions shall be applied wherever appropriate herein:

Whenever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

"Hereby", "herein", "hereinafter", "hereof", "hereunder" and other equivalent words refer to this Ordinance as a whole and not solely to any particular portion thereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Section 1.3 Findings of Council. Having made due and proper investigation of the matters hereinafter referred to, the Council hereby finds and determines:

- (a) The City of Madison, Alabama (the “City”) has the following outstanding long-term general obligation indebtedness (not including economic development related indebtedness) (i) General Obligation Warrants, Series 2013, dated May 1, 2013; (ii) General Obligation Warrants, Series 2015-A and General Obligation Warrants, Series 2015-B, dated May 1, 2015; (iii) General Obligation School Warrants, Series 2016-A, dated March 31, 2016; (iv) General Obligation School Warrants, Series 2016-B, dated June 23, 2016; (v) General Obligation Warrants, Series 2016-C, dated October 11, 2016; (vi) Funding Agreement to the Madison City School Board for James Clemens High School with respect to the construction of James Clemens High School by the Madison City School Board with the proceeds of the Board’s \$36,000,000 principal amount Capital Outlay Pool Warrant, Series 2010-QSCB, dated September 8, 2010, payable to the Alabama Public School and College Authority; (vii) General Obligation Taxable Warrants, Series 2018, dated May 1, 2018; (viii) General Obligation Warrants, Series 2018-C, dated August 2, 2018; (ix) General Obligation School Warrants, Series 2018-D, dated November 6, 2018 and (x) Taxable General Obligation Warrants, Series 2020-A and Taxable General Obligation Schools Warrants Series 2020-B, dated July 21, 2020 (collectively, the “Outstanding General Obligations”).
- (b) In order to finance various items of public infrastructure as part of the Town Madison development, the Cooperative District has heretofore issued the Cooperative District Bond, in the principal amount of \$39,300,403, in substitution for its Special Project Tax Revenue Bond (Town Madison Project), Series 2014-B.

The principal of and interest on the Cooperative District Bond are payable solely from and secured by a pledge of payments by the City to the District of certain “Net Project Tax Revenues” payable in accordance with a Funding Agreement, dated November 14, 2022 (the “Funding Agreement”), and a corresponding funding agreement by Madison County. The Funding Agreement includes an option on the part of the City to prepay its obligations thereunder upon payment to the Cooperative District of sufficient funds to prepay and redeem the Cooperative District Bond, whereupon the payment obligations of the County under the County Funding Agreement will be assigned to the City.

- (c) It is necessary, advisable and in the interest of the public that the City exercise its option to prepay and redeem the Cooperative District Bond in order to obtain an overall lower borrowing cost to the City and improve the City’s cash flow from the taxes pledged to secure the Cooperative District Bond and such prepayment and redemption will thereby serve a valid and sufficient public purpose notwithstanding any benefit to any private business or person.
- (d) In order to complete the needed infrastructure improvements to support the Town Madison development, it is also necessary, advisable and in the interest of the public that the City construct, install and equip two (2) flyover ramps for access to and from Interstate 565 at the Town Madison exit, for the benefit of the citizens of the City (the “Economic Development Project”). The City has determined that the Economic Development Project is expected to cost at least \$40,000,000.
- (e) The City expects that tax revenues from the Town Madison project, which currently are pledged to the payment of the Cooperative District Bond, will be sufficient to pay the principal and interest on the Warrants authorized herein. In order to better provide for the payment of such debt service it is necessary and appropriate that proceeds of the Warrants be applied to the payment of interest coming due on the Warrants during approximately the first twelve months following their issuance.
- (f) Pursuant to the Economic Development Amendment the City is authorized to grant public funds and things of value in aid of or to any individual, firm, corporation or business entity, public or private, for the purpose of promoting the economic and industrial development of the City and to become indebted and issue bonds, warrants, notes or other obligations to a principal amount not exceeding 50% of the assessed value of taxable property in the City.
- (g) Pursuant to the Economic Development Amendment and the Warrant Authorizing Law the City is authorized to issue its warrants in order to finance the Economic Development Project and to refinance the Cooperative District Bond.
- (h) The Economic Development Project will promote the economic and industrial development of the City by expanding of the tax base of the City, increasing employment opportunities, increasing tax revenues, including from sales and use, ad valorem, lodging and other excise and license taxes imposed by the City, and

improving public infrastructure, and will thereby serve a valid and sufficient public purpose notwithstanding any benefit to any private business or person.

- (i) The City is not in default in the payment of the principal of and the interest on the Outstanding General Obligations.
- (j) It is necessary, advisable and in the interest of the public that the City issue its General Obligation Economic Development Warrants, Series 2022 to finance the Economic Development Project, prepay and redeem the outstanding principal and interest of the Cooperative District Bond, capitalize interest on such Warrants through December 1, 2023, and pay costs of issuance and sale of such Warrants.
- (k) Immediately after the issuance of the Warrants, the total indebtedness of the City issued under authority of the Economic Development Amendment will not be more than 50% of the assessed valuation of taxable property within the boundaries of the City for the last fiscal year (ended September 30, 2022).

ARTICLE II

AUTHORIZATION, DESCRIPTION, EXECUTION, PAYMENT AND FORM OF THE WARRANTS

Section 2.1 Authorization of the Warrants. Pursuant to the applicable provisions of the constitution and laws of the State of Alabama, and for the purposes of financing the costs of the Economic Development Project, prepaying the outstanding principal of and interest on the Cooperative District Bond, paying interest to come due thereon through December 1, 2023 and paying the costs of issuance thereof, there is hereby authorized to be issued by the City \$77,670,000 in aggregate principal amount of its General Obligation Economic Development Warrants, Series 2022.

Section 2.2 Description of the Warrants. The Warrants shall be issued only in fully registered form, without coupons, shall be dated the date of their initial issuance and delivery, shall be issued in principal amounts of \$5,000 or any integral multiple thereof, and shall be numbered from R-1 upwards in the order of their issuance and delivery. The Warrants shall bear interest from their date (or in the case of a Warrant registered in the name of a Holder on or after the first Interest Payment Date, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration) at the rates shown below (calculated on the basis of a 360-day year of twelve 30-day months), payable on each June 1 and December 1 until payment of the principal amount thereof, beginning June 1, 2023, and shall mature on December 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
2024	\$1,610,000	5.000%	2.790%
2025	1,690,000	5.000%	2.720%

2026	1,775,000	5.000%	2.730%
2027	1,870,000	5.000%	2.760%
2028	1,965,000	5.000%	2.790%
2029	2,065,000	5.000%	2.820%
2030	2,170,000	5.000%	2.850%
2031	2,280,000	5.000%	2.870%
2032	2,400,000	5.000%	2.890%
2033	2,520,000	5.000%	2.960%*
2034	2,650,000	5.000%	3.090%*
2035	2,785,000	5.000%	3.270%*
2036	2,930,000	5.000%	3.430%*
2037	3,080,000	5.000%	3.540%*
2038	3,235,000	5.000%	3.610%*
2039	3,405,000	5.000%	3.670%*
2040	3,580,000	5.000%	3.710%*
2041	3,760,000	5.000%	3.780%*
2042	3,955,000	5.000%	3.810%*
2048	17,945,000	4.250%	4.380%*
2048	10,000,000	5.000%	4.030%*

*Yield to call date, December 1, 2032.

Section 2.3 Execution of the Warrants. The Warrants shall be executed in the name of the City by the manual or facsimile signatures of the Mayor of the City and its City Clerk inscribed or printed or otherwise reproduced thereon (it being herein provided that a condition to the validity of each Warrant is the manual execution on behalf of the Bank of the Registration Certificate endorsed on each Warrant). The Warrants shall be registered by the Treasurer of the City, in the records maintained by the Treasurer, as a claim against the City and the Warrant Fund, which registration shall be made simultaneously as to all the Warrants. The certificate of registration on each of the Warrants shall be executed by the manual or facsimile signature of the Treasurer of the City. The official seal of the City shall be impressed or printed or otherwise reproduced thereon and shall be attested by the aforementioned signature of the City Clerk. The said officers are hereby directed to cause the Warrants to be executed, sealed and registered in the manner provided by this section. Anything herein to the contrary notwithstanding, any assistant city clerk shall be empowered to execute any Warrant in the absence or unavailability of the City Clerk and any assistant treasurer of the City shall be empowered to execute any Warrant in the absence or unavailability of the Treasurer.

Section 2.4 Places and Medium of Payment of the Warrants. Principal of and interest on the Warrants shall be payable in lawful money of the United States of America. The principal of the Warrants shall be payable at the designated corporate trust agency office of the Bank, upon presentation and surrender of the Warrants as the same become due and payable. Interest on the Warrants shall be payable by check or draft mailed by the Bank to the lawful holders of the Warrants at the address shown on the registry books of the Bank pertaining to the Warrants as of the Record Date and shall be deemed timely made if so mailed on the Interest Payment Date (or if

such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date).

Section 2.5 Forms of the Warrants and Related Certificates. The Warrants, the certificate of registration thereof, the registration thereof as a claim against the Warrant Fund, and the form of assignment thereof shall be in substantially the following forms, with appropriate changes therein to conform to the applicable provisions hereof.

(Form of Warrant)

[FORM OF CAPTION FOR WARRANTS HELD IN BOOK ENTRY FORM]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-_____ \$_____

UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF MADISON
GENERAL OBLIGATION ECONOMIC DEVELOPMENT WARRANT
SERIES 2022

MATURITY DATE CUSIP NUMBER INTEREST RATE

THE CITY OF MADISON, ALABAMA, a municipal corporation in the State of Alabama (the "City"), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ DOLLARS

and hereby directs the Treasurer of the City to pay such principal sum to

or registered assigns, on the maturity date specified above or such earlier date as this Warrant may be called for redemption, and to pay (but solely out of the Warrant Fund) interest on such principal sum from the date hereof (or in the case of a Warrant registered in the name of the registered

Holder hereof on or after June 1, 2023, as evidenced by the Certificate of Registration attached hereto, from the Interest Payment Date next preceding the date of such registration or, if the date of such registration is an Interest Payment Date, from the date of registration), until such principal sum shall become due and payable, at the per annum rate of interest specified above. Interest shall be payable on June 1 and December 1 in each year, beginning June 1, 2023 (each such date herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable on overdue principal (and premium, if any) on this Warrant and (to the extent legally enforceable) on any overdue installment of interest on this Warrant at the rate borne hereby.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Authorizing Ordinance hereinafter described, be paid to the person in whose name this Warrant is registered at the close of business on the 15th day of the month next preceding such Interest Payment Date.

The Warrants are being issued by means of a book-entry system with no physical distribution of warrant certificates to be made except as provided in the Authorizing Ordinance (as hereinafter defined). One warrant certificate, in the aggregate principal amount of each maturity of the Warrants, registered in the name of Cede & Co. as nominee of the DTC, is being issued and required to be deposited with DTC (or an authorized banking institution acceptable to DTC) and immobilized in its custody. The book-entry system will evidence ownership of the Warrants, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to beneficial owners of the Warrants by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, and to participants or persons acting through such participants. While Cede & Co. is the registered owner of this Warrant, notwithstanding the provisions hereinabove contained, payments of principal, interest and any redemption premium on this Warrant will be made in accordance with the existing arrangements between the Paying Agent and DTC.

Subject to the foregoing paragraph, payment of interest on this Warrant due on each Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at his address appearing in the Warrant Register maintained with respect to the Warrants. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date (or, if such Interest Payment Date is not a business day, on the business day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this Warrant and payment of accrued interest on this Warrant due upon redemption shall be made only upon surrender of this Warrant at the designated corporate trust agency office of the hereinafter described Bank. Upon the terms and conditions provided in the Authorizing Ordinance, the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000 may request that payment of interest on such Warrant or Warrants be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Bank. All such payments shall be made in such coin

or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This Warrant is one of the duly authorized issue of warrants of the City, aggregating \$77,670,000 in principal amount, entitled "General Obligation Economic Development Warrants, Series 2022" (the "Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City on December 19, 2022 (the "Authorizing Ordinance") and the constitution and laws of the State of Alabama, including particularly Section 2, Chapter 47, of Title 11 of the Code of Alabama, 1975, as amended, and the amendment to the Constitution of Alabama proposed by Act No. 2004-94, adopted at the 2004 Regular Session of the Legislature of Alabama and ratified on November 2, 2004, as amended by the amendment to the Constitution of Alabama proposed by Act No. 2022-286, adopted at the 2022 Regular Session of the Legislature of Alabama and ratified on November 8, 2022, codified as Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Authorizing Ordinance.

The Authorizing Ordinance provides that The Bank of New York Mellon Trust Company, N.A. (the "Bank"), will serve as Paying Agent and Registrar with respect to the Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Authorizing Ordinance. For purposes of this Warrant and the Authorizing Ordinance, the principal office of the Bank shall mean the office where the Bank maintains its designated corporate trust agency office.

The indebtedness evidenced by the Warrants is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Warrant over another.

Pursuant to the Authorizing Ordinance, the City has established a special fund for the payment of debt service on the Warrants (the "Warrant Fund") that will be held by the Bank. The City has obligated itself to pay or cause to be paid into the Warrant Fund from the taxes, revenues or other funds of the City sums sufficient to provide for the payment of debt service on the Warrants as the same becomes due and payable.

Optional Redemption. The Warrants maturing on or after December 1, 2033 will be subject to redemption prior to their maturity, at the option of the City, in whole or in part, on December 1, 2032 and on any date thereafter (in principal amounts of \$5,000 and any integral multiple thereof and if less than all of the Warrants are to be redeemed, those maturities or portions thereof to be called for redemption shall be selected by the City in its discretion, and if less than all the Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot), at and for a redemption price equal to 100% of the principal amount of each Warrant or portion thereof redeemed, plus accrued interest to the date fixed for redemption.

Scheduled Mandatory Redemption. The Warrants maturing on December 1, 2048 with an interest rate of 4.250% (the “4.250% Term Warrants”) will be subject to mandatory redemption prior to maturity on the dates and in the principal amounts shown below. Those of the 4.250% Term Warrants (or portions thereof) to be so redeemed will be redeemed at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, with those to be redeemed to be selected by lot.

<u>December 1 of the Year</u>	<u>Principal Amount Required to be Redeemed</u>
2043	\$2,655,000
2044	2,780,000
2045	2,910,000
2046	3,050,000
2047	3,200,000

In the absence of prior optional redemption, the 4.250% Term Warrants in the aggregate principal amount of \$3,350,000 will remain to be paid at their stated maturity on December 1, 2048.

The Warrants maturing on December 1, 2048 with an interest rate of 5.000% (the “5.000% Term Warrants”) will be subject to mandatory redemption prior to maturity on the dates and in the principal amounts shown below. Those of the 5.000% Term Warrants (or portions thereof) to be so redeemed will be redeemed at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, with those to be redeemed to be selected by lot.

<u>December 1 of the Year</u>	<u>Principal Amount Required to be Redeemed</u>
2043	\$1,490,000
2044	1,560,000
2045	1,630,000
2046	1,700,000
2047	1,770,000

In the absence of prior optional redemption, the 5.000% Term Warrants in the aggregate principal amount of \$1,850,000 will remain to be paid at their stated maturity on December 1, 2048.

Written notice of the call for redemption of this Warrant (or portion of the principal thereof) shall be forwarded by registered or certified mail to the registered owner hereof, not less than thirty (30) or more than sixty (60) days prior to the date fixed for redemption. In the event that less than all the outstanding principal of this Warrant is to be redeemed, the registered Holder hereof shall surrender this Warrant to the Bank in exchange for a new Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion hereof. Upon the giving of notice of redemption in accordance with the provisions of the Authorizing Ordinance, the Warrants (or principal portions thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Authorizing Ordinance to the contrary notwithstanding, and the Holders thereof shall then and there surrender them for payment, and all future interest on the Warrants (or principal portion thereof) so called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Warrants are so presented.

This Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Bank, as Registrar and Paying Agent of the City, and only upon surrender of this Warrant to such Registrar for cancellation, and upon any such transfer a new Warrant of like tenor herewith will be issued to the transferee in exchange therefor, all as more particularly described in the Authorizing Ordinance. Each Holder hereof, by receiving or accepting this Warrant, shall consent and agree and shall be estopped to deny that this Warrant may be transferred only in accordance with the provisions of the Authorizing Ordinance. Provision is also made in the Authorizing Ordinance for the exchange of Warrants for a like aggregate principal amount and in authorized denominations, all upon the terms and subject to the conditions set forth in the Authorizing Ordinance.

The Registrar shall not be required to transfer or exchange this Warrant during the period of fifteen (15) days next preceding any interest payment date; and, in the event that this Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Registrar shall not be required to register or transfer this Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Registration, transfer and exchange of Warrants, other than to replace mutilated, lost, stolen or destroyed Warrants, shall be without expense to the Holder or transferee, but the Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

It has been ascertained and found, and it is hereby certified and recited, that all conditions, actions and things required by the constitution and laws of Alabama to exist, be performed or happen precedent to or in the issuance of this Warrant and the creation of the indebtedness evidenced and ordered paid hereby exist, have been performed and have happened, that such indebtedness has been registered as a claim against the Warrant Fund and is lawfully due without condition, and that the indebtedness evidenced and ordered paid by this Warrant, together with all other indebtedness of the City, was when incurred and is now within every debt and other limit prescribed by the constitution and laws of Alabama.

Unless the Registration Certificate hereon has been executed by the Bank, as Registrar for the Warrants, by manual signature, this Warrant shall not be entitled to any benefit under the Authorizing Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this Warrant to be executed in its behalf by the Mayor and by the City Clerk of the City, each of whom have caused their signatures to be hereunto imprinted, has caused the official seal of the City to be imprinted hereon, and has caused this Warrant to be dated December ____, 2022.

CITY OF MADISON, ALABAMA

(SEAL)

By _____

Its Mayor

ATTEST:

By _____

City Clerk

* * * * *

[Form of Registration as Claim against Warrant Fund]

I hereby certify that this Warrant has been registered by me as a claim against the Warrant Fund referred to in this Warrant.

Treasurer of the City of Madison, Alabama

* * * * *

[Form of Registration Certificate]

This Warrant was registered in the name of the above-registered owner on the date hereinafter set forth.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By _____
Its Authorized Officer

DATE OF REGISTRATION: _____

The following abbreviations, when used in the inscription on this Warrant or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - As tenants in common
- TEN ENT - As tenants by the entireties
- JT TEN - As joint tenants with right of survivorship
and not as tenants in common and not as community
property
- UNIF TRANS MIN ACT -

(Custodian) (Minor)
under Uniform Transfer to Minors Act

(State)

Additional abbreviations may be used although not in the above list.

(Form of Assignment)

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s), attorney, with full power of substitution in the premises, to transfer the Bond on the books of the within mentioned Bank.

Dated this the ____ day of _____, ____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:
(Bank, Trust company or Firm)

By: _____
(Authorized Officer)

Its Medallion Number _____

Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP)

ARTICLE III
FURTHER PROVISIONS WITH RESPECT TO
WARRANTS

Section 3.1 Home Office Payment Agreement. Upon the written request of the Holder of any Warrant or Warrants in an aggregate principal amount of not less than \$500,000, the Bank will make payment of interest due on such Warrant or Warrants upon any Interest Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Bank, provided that payment of the principal of and redemption premium (if any) on such Warrant or Warrants shall be made only upon surrender of such Warrant or Warrants to the Bank, as Paying Agent.

Section 3.2 Interest After Payment Due Date. The Warrants, any premiums thereon and, to the extent legally enforceable, overdue installments of interest thereon, shall bear interest after the maturity dates thereof or such earlier date as they may be called for redemption, until paid or until money sufficient for the payment thereof shall have been deposited for that purpose with the Bank, at the respective rates borne thereby.

Any provision hereof to the contrary notwithstanding, Overdue Interest shall not be payable to the Warrant Holder solely by reason of such Warrant Holder having been the Holder on the Record Date next preceding the Interest Payment Date on which such interest became due and payable, but shall be payable by the Bank as follows:

- (a) Not less than ten (10) days following receipt by the Bank of immediately available funds in an amount sufficient to enable the Bank to pay all Overdue Interest, the Bank shall fix an Overdue Interest Payment Date for payment of such Overdue Interest, which date shall be not more than twenty (20) days following the expiration of the ten-day period after receipt of funds by the Bank;
- (b) Overdue Interest shall be paid by check or draft mailed by the Bank to the persons in whose names the Warrants were registered in the registry books of the Bank pertaining to the Warrants on the Overdue Interest Payment Date.

Payment of Overdue Interest in the manner herein prescribed to the persons in whose names the Warrants were registered on the Overdue Interest Payment Date shall fully discharge and satisfy all liability for the same.

Section 3.3 Temporary Certificates. Pending the preparation of definitive Warrants the City may execute, and upon request of the City, the Bank shall register and deliver, temporary certificates which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Warrants in lieu of which

they are issued, but numbered from R-1 upwards, without other identification numbers, and with such other appropriate insertions, omissions, substitutions and other variations as the officers executing such temporary certificates may determine, as evidenced by their execution of such temporary certificates.

Any such temporary certificates shall be executed by the manual signatures of the appropriate officers of the City as required in Article II of this Ordinance and be executed and attested by the City Clerk. All such temporary certificates shall have impressed thereon the seal of the City.

If temporary Warrants are issued, the City will cause definitive Warrants to be prepared without unreasonable delay. After the preparation of definitive Warrants, the temporary Warrants shall be exchangeable for definitive Warrants upon surrender of the temporary Warrants at the principal office of the Bank, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Warrants the City shall execute and the Bank shall authenticate and deliver in exchange therefor a like principal amount of definitive Warrants of like tenor, and in authorized denominations. Until so exchanged, temporary Warrants shall in all respects be entitled to the security and benefits of this Ordinance.

Section 3.4 Payments Due on a Day Other Than a Business Day. If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding date which is a Business Day with the same effect as if made on the day such payment was due.

Section 3.5 Book Entry System. The City may from time to time enter into, and discontinue, an agreement with a “clearing agency” (securities depository) registered under Section 17A of the Securities Exchange Act of 1934, as amended (a “Securities Depository”), which is the owner of the Warrants, to establish procedures with respect to the Warrants, not inconsistent with the provisions of this Ordinance; provided, however, that any such agreement may provide:

- (a) that such Securities Depository is not required to present a Warrant to the Paying Agent in order to receive partial payment of principal;
- (b) that a legend shall appear on each Warrant so long as the Warrants are subject to such agreement; and
- (c) that different provisions for notice to such Securities Depository may be set forth therein.

So long as an agreement with a Securities Depository is in effect, the City, the Bank and any paying agent or bond registrar shall not have any responsibility or liability with respect to the payment of principal, purchase price, premium, if any, or interest on the Warrants to the Beneficial

Owners or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or any payments made to such Beneficial Owners.

ARTICLE IV

GENERAL OBLIGATION; PROVISION FOR PAYMENT OF OBLIGATIONS

Section 4.1 General Obligation. The indebtedness evidenced by the Warrants is and shall be a general obligation of the City and the full faith and credit of the City are hereby irrevocably pledged to the payment of the principal thereof and interest thereon.

Section 4.2 Continued Levy of Taxes; Maintenance of Warrant Fund. The City agrees that, so long as the principal of or interest on any of the Warrants remains unpaid, the City will annually levy and collect taxes, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama, in such amounts as may be necessary to provide for the payment of the principal of and interest on the Warrants. The City further agrees that so long as the principal of or interest on any of the Warrants remains unpaid it will deposit in the Warrant Fund with respect to such Warrants, not later than the 25th day of the month next preceding an Interest Payment Date, an amount which, when added to the amounts then on deposit in such Warrant Fund, will equal the principal, interest and redemption premium (if any) to come due with respect to the Warrants on such Interest Payment Date.

Section 4.3 Provision for Payment. (a) If the principal of and interest and redemption premium (if any) on the Warrants is paid in accordance with the terms thereof and this Ordinance, then all covenants, agreements and other obligations of the City to the Holders of such Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In the event the Warrants are so paid the Bank shall pay to the City any surplus remaining in the Warrant Fund.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 4.3 if

- (1) the City and the Bank (or another bank acting as trustee) enter into an appropriate trust agreement under which there shall be deposited, for payment or redemption of such Warrants and for payment of the interest to accrue thereon until maturity or redemption, and any redemption premium thereon, Government Obligations and cash or any combination of cash and Government Obligations which, together with the income to be derived from such, will produce monies sufficient to provide for the payment, redemption and retirement of such Warrants as and when the same become due;
- (2) the City shall have adopted all necessary proceedings providing for the redemption of any such Warrants that are required to be redeemed prior to their respective maturities and shall have instructed the Bank or other trustee under the aforesaid trust

agreement to provide such notices of redemption as are required under this Ordinance;

- (3) the City and the Bank shall have been furnished with an opinion of nationally recognized bond counsel to the effect that the creation of any such trust will not result in subjecting to federal income taxation the interest on any of the Warrants that are to be paid in accordance with such trust; and
- (4) the City and the Bank shall have been furnished a certificate of a firm of certified public accountants satisfactory to the Bank stating that such trust will produce monies sufficient to provide for the full payment and retirement of such Warrants as and when the principal of and interest and redemption premium (if any) on such Warrants shall come due.

Section 4.4. Retention of Moneys for Payment of Warrants. The amounts held by the Bank for the payment of the principal of and interest on any Warrants due on any date shall, pending such payment, be held in trust by the Bank for the holders of the Warrants entitled thereto, and for the purposes of this Ordinance the principal of and interest on such Warrants shall no longer be considered to be unpaid. All liability of the City to the Holders of such Warrants and all rights of such Holders against the City under the Warrants or under this Ordinance shall thereupon cease and terminate, and the sole right of such Holders shall thereafter be against such funds. If any Warrant shall not be presented for payment within a period of five (5) years following the date when such Warrant becomes due, whether by maturity, redemption or otherwise, or if the check or draft providing for any payment of interest on any Warrant shall not have been negotiated within such period, the Bank shall return to the City any moneys theretofore held by it for payment of such Warrant or such interest, subject to applicable laws of escheat.

ARTICLE V

REDEMPTION PROVISIONS

Section 5.1 Mandatory and Optional Redemption.

- (a) Scheduled Mandatory Redemption. (i) The Warrants maturing on December 1, 2048 with an interest rate of 4.250% (the “**4.250% Term Warrants**”) will be subject to mandatory redemption prior to maturity on the dates and in the principal amounts shown below. Those of the 4.250% Term Warrants (or portions thereof) to be so redeemed will be redeemed at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, with those to be redeemed to be selected by lot.

<u>December 1 of the Year</u>	<u>Principal Amount Required to be Redeemed</u>
2043	\$2,655,000
2044	2,780,000
2045	2,910,000
2046	3,050,000
2047	3,200,000

In the absence of prior optional redemption, the 4.250% Term Warrants in the aggregate principal amount of \$3,350,000 will remain to be paid at their stated maturity on December 1, 2048.

(ii) The Warrants maturing on December 1, 2048 with an interest rate of 5.000% (the “5.000% Term Warrants”) will be subject to mandatory redemption prior to maturity on the dates and in the principal amounts shown below. Those of the 5.000% Term Warrants (or portions thereof) to be so redeemed will be redeemed at and for a redemption price equal to the principal amount thereof plus accrued interest thereon to the redemption date, with those to be redeemed to be selected by lot.

<u>December 1 of the Year</u>	<u>Principal Amount Required to be Redeemed</u>
2043	\$1,490,000
2044	1,560,000
2045	1,630,000
2046	1,700,000
2047	1,770,000

In the absence of prior optional redemption, the 5.000% Term Warrants in the aggregate principal amount of \$1,850,000 will remain to be paid at their stated maturity on December 1, 2048.

(b) Optional Redemption. The Warrants maturing on or after December 1, 2033 will be subject to redemption prior to their maturity, at the option of the City, in whole or in part, on December 1, 2032 and on any date thereafter (in principal amounts of \$5,000 and any integral multiple thereof and if less than all of the Warrants are to be redeemed, those maturities or portions thereof to be called for redemption shall be selected by the City in its discretion, and if less than all the Warrants of a single maturity are to be redeemed, those to be called for redemption shall be selected by lot), at and for a redemption price equal to 100% of the principal amount of each Warrant or portion thereof redeemed, plus accrued interest to the date fixed for redemption.

Section 5.2 Procedure for Redemption; Ordinance Authorizing Redemption. Not more than sixty (60) or less than thirty (30) days prior to the Redemption Date, the City (or the Bank on behalf of the City) shall give, or cause to be given, written notice of such redemption and prepayment by United States mail, registered or certified, to the Holders of each of the Warrants to be redeemed, in whole or in part, at the address of such registered Holder as such address appears on the registry books of the Registrar, stating that the Warrants (or principal portions thereof) have been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date and that all interest thereon will cease to accrue after the Redemption

Date. The holders of any of the Warrants to be redeemed may waive the requirements for notice with respect to the Warrants held by them without affecting the validity of the call for redemption of any other Warrants. The City shall cause to be paid and made available at the office of the Bank, on or prior to the Redemption Date, the total Redemption Price of the Warrants (or portions thereof) so called for redemption on such date. Out of the moneys so deposited with it, the Bank shall make provision for payment of the Warrants (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

In addition to the foregoing notice, further notice shall be given by the City to all registered securities depositories and to one or more national information services that disseminate notices of redemption of obligations such as the Warrants. No defect in the further notice required in this paragraph, and no failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as described in the first paragraph of this Section 5.2.

Any optional redemption or prepayment of the Warrants or any portion thereof shall be effected upon a call by the City, as evidenced by a resolution of the Council, for redemption and prepayment of the Warrants to be so redeemed. Any such resolution pertaining to the Warrants shall state (i) that the City is not in default in the payment of the principal of or interest on any of the Warrants to be redeemed or (ii) that all of the Warrants then outstanding are to be retired on the Redemption Date.

Section 5.3 Result of Redemption of Warrants. Upon compliance with the requirements set forth in this Article V, and if the City is not on the Redemption Date in default in the payment of the principal of or interest on the Warrants, the Warrants (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price and on the Redemption Date specified in the notice provided for in Section 5.2, and the Holders thereof shall then and there surrender them for redemption; provided, however, that in the event that less than all of the outstanding principal of any Warrant is to be redeemed, the registered Holder thereof shall surrender the Warrant that is to be prepaid in part to the Bank in exchange, without expense to the Holder, for a new Warrant of like tenor except in a principal amount equal to the unredeemed portion thereof. All future interest on the Warrants (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date.

ARTICLE VI

REGISTRATION AND TRANSFER OF THE WARRANTS

Section 6.1 Registration and Transfer of the Warrants. The Warrants shall be registered as to both principal and interest. Each Warrant shall have endorsed thereon a registration certificate substantially in the form provided in Section 2.5 hereof, and a condition to the validity of each Warrant shall be the manual execution of such certificate on behalf of the Bank. The Bank is hereby appointed as the Registrar and Transfer Agent for the Warrants and shall be authorized

to keep at its designated corporate trust agency office, proper registry books in which it shall register the Warrants, as to both principal and interest, noting the registry on the Warrants so presented. Such registration shall conclusively designate the Warrant Holder as the sole person to whom or on whose order the payment of the principal of and interest on the Warrants so registered may be made. After such registration no transfer of a Warrant so registered shall be valid unless it is presented at the said office with written power to transfer, properly stamped if required, in form and with guaranty of signature satisfactory to the Registrar, and such new registration noted thereon by the Registrar. The Registrar shall not be required to transfer or exchange such Warrant during the period of fifteen (15) days next preceding any interest payment date. If any Warrant shall be duly called for redemption pursuant to the provisions hereof, the Registrar shall not be required to transfer such Warrant during the period of sixty (60) days next preceding the date fixed for its redemption.

Section 6.2 Exchange of Warrants. Upon request of the Holder of any Warrant, the City shall execute, and the Bank shall register and deliver, upon surrender to the Bank of the Warrant or Warrants, in exchange therefor, a Warrant or Warrants of the same tenor in different authorized principal amounts (of \$5,000 or integral multiples thereof), together aggregating the same principal amount as the then unpaid principal of the Warrant or Warrants so surrendered, all as may be requested by the persons surrendering such Warrant or Warrants.

Section 6.3 Costs of Registration, Transfer and Exchange. The registration, transfer and exchange of Warrants (other than pursuant to Section 6.5 hereof) shall be without expense to the Holder or transferee. In every case involving a transfer, registration or exchange, such Holder shall pay all taxes and other governmental charges, if any, required to be paid in connection with such transfer, registration or exchange.

Section 6.4 Effect of Registration. The City, the Registrar, and the Paying Agent may deem and treat the person in whose name a Warrant is registered on the books of the Registrar as the absolute owner thereof for all purposes; they shall not be affected by notice to the contrary; and all payments by any of them to the person in whose name a Warrant is registered shall, to the extent of such payment, fully discharge all liability thereof.

Section 6.5 Replacement of Mutilated, Lost, Stolen or Destroyed Warrants. In the event that any Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided, that (a) in the case of any such mutilated Warrant, such Warrant is first surrendered to the City and the Bank, and (b) in the case of any such lost, stolen or destroyed Warrant, there is first furnished to the City and the Bank evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Warrant.

Section 6.6 Provisions with Respect to Bank. (a) Appointment of Bank and Acceptance of Duties. The Bank is herein designated and appointed and shall act as registrar, transfer agent and payment agent with respect to the Warrants. By its acceptance of such duties

hereunder, the Bank shall accept and agree to perform the duties required by this Ordinance, subject, however, to the following conditions:

- (i) The Bank shall undertake to perform such duties and only such duties as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Bank.
- (ii) In the absence of bad faith or negligence on its part, the Bank may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bank and conforming to the requirements of this Ordinance; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bank, the Bank shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Ordinance.
- (iii) The Bank shall not be answerable for other than its gross negligence or willful default and the Bank may act through its agents and attorneys with respect to any of its duties hereunder.
- (iv) No provision of this Ordinance shall be construed to relieve the Bank from liability for its own gross negligence or willful misconduct, except that no provision of this Ordinance shall require the Bank to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (v) The Bank may consult counsel on any matters connected herewith and shall not be answerable for any action taken or failure to take any action in good faith on the advice of counsel, provided that its action or inaction is not contrary to any express provision hereof.
- (vi) The Bank need not recognize a Holder of a Warrant as such without the satisfactory establishment of his title to such Warrant.
- (vii) Any action taken by the Bank at the request of and with the consent of the Holder of a Warrant will bind all subsequent Holders of the same Warrant and any Warrant issued hereunder in lieu thereof.
- (viii) The Bank may be a Holder or a pledgee of any of the Warrants as if not Bank hereunder.
- (ix) The Bank shall not be liable for the proper application of any moneys other than those that may be paid to or deposited with it.

- (x) The Bank shall not be liable to pay or allow interest on any moneys to be held by it under this Ordinance or otherwise to invest any such moneys, except as specifically required by this Ordinance or as may be required by law or other written agreement between the City and the Bank.
- (xi) The Bank may make any investments permitted or required hereby through its own investment department, and any Eligible Investments issued or held by it hereunder shall be deemed investments and not deposits.
- (xii) The Bank shall, upon reasonable written request, inform the City of the amount at the time on deposit in any of the special funds or accounts created hereunder.
- (xiii) The recitals of fact herein and in the Warrants are statements by the City and not by the Bank, and the Bank is in no way responsible for the validity or security of the Warrants or the validity of the security afforded hereby.

(b) **Resignation by Bank.** The Bank and any successor Bank may resign and be discharged from the duties under this Ordinance by causing written notice specifying the effective date, postage prepaid, to the City and to every Holder of a Warrant. Unless the effective date of the Bank's resignation shall coincide with the appointment of a successor Bank by the Holders of the Warrants as herein provided, such date shall be at least sixty (60) days after the date on which notice to the City and the Holders of the Warrants shall have been mailed.

(c) **Removal of Bank.** The Bank may be removed upon thirty (30) days written notice delivered to the Bank and to the City and signed by the Holders of a majority in aggregate principal amount of the Warrants then outstanding.

(d) **Appointment of Successor Bank; Interim Bank.** In case the Bank shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor may be appointed by Holders of a majority in aggregate principal amount of Warrants then outstanding through an instrument or concurrent instruments in writing signed by such Holders. In case of any such resignation or event which causes the Bank to be incapable of acting, the City, by an instrument signed by the Mayor, shall appoint an interim Bank to serve until a successor Bank shall be appointed by the Holders of a majority in aggregate principal amount of the Warrants, as provided above. Whenever necessary to avoid or fill a vacancy in the office of Bank, the City will appoint an interim Bank in order that there shall at all times be a Bank hereunder. Any interim Bank so appointed by the City shall immediately and without further act be superseded by the Bank appointed by the holders of the Warrants.

The City shall cause notice of the appointment of an interim Bank, in the event that such an appointment is made, to be forwarded by United States registered or certified mail, postage prepaid, to every Holder of a Warrant. When the appointment of a successor Bank, as selected by

the Holders of a majority in principal amount of the Warrants then outstanding, becomes effective, the City shall also cause notice of that fact to be given in the manner provided above for the notice required to be given upon the appointment of an interim Bank. Every interim or successor Bank appointed pursuant to this Section shall be a trust company or bank which is qualified to perform all duties of the Bank under this Ordinance and which has, at the time of its acceptance of such appointment, capital, surplus and undivided profits of not less than \$25,000,000, if there be such an institution willing, qualified and able to accept appointment as Bank upon reasonable or customary terms.

(e) Concerning any Successor Bank. Every successor Bank shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting its appointment as Bank hereunder, and thereupon such successor Bank, without any further act, deed or conveyance, shall become fully vested with all the rights, powers and duties of its predecessor. Such predecessor shall nevertheless, on the written request of the City or such successor Bank, execute and deliver an instrument transferring to such successor Bank all rights, powers and interests of such predecessor hereunder; and every predecessor Bank shall deliver all securities and moneys held by it as Bank hereunder to its successor.

(f) Merger or Consolidation of Bank. Any corporation into which the bank may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Bank shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Bank, shall be the successor of the Bank hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case the registration certificates with respect to any Warrants shall have been executed by the Bank then in office, any successor by merger or consolidation to such Bank may adopt the registration of such Warrants and deliver such Warrants with the same effect as if such successor Bank had itself registered such Warrants.

(g) Compensation of Bank. Subject to the provisions of any separate agreement with the Bank, the City shall pay to the Bank from time to time reasonable compensation for all services rendered by it under this Ordinance, including its services as registrar and paying agent for the Warrants, and also all its reasonable expenses, charges, counsel fees, costs and expenses and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its duties hereunder.

ARTICLE VII

EXECUTION AND DELIVERY OF THE WARRANTS; USE OF PROCEEDS THEREFROM

Section 7.1 Authority to Execute and Deliver the Warrants. The Mayor of the City, the City Clerk and Treasurer are hereby authorized and directed to cause the Warrants to be executed, sealed, attested and registered as a claim against the City and the Warrant Fund as provided herein and delivered to the purchaser thereof upon payment to the City of the sale price therefor.

Section 7.2 Application of Proceeds of Sale; Additional Sums. The gross proceeds derived from the sale of the Warrants shall be paid to the Bank and shall be used solely for the following purposes:

- (a) The amount of \$39,395,946.65 shall be paid directly to Regions Bank, as Trustee to be applied to the payment of the principal of and interest on the Cooperative District Bond;
- (b) The amount of \$3,467,744.06, constituting Capitalized Interest, shall be deposited with The Bank of New York Mellon Trust Company, N.A., as depository, in the Warrant Fund and shall be applied to the payment of interest coming due on the Warrants on or before December 1, 2023, as provided in Section 8.2.
- (c) The remainder of the proceeds of the sale of the Warrants shall be paid by the Bank to Synovus Bank, as depository, and deposited in the Capital Improvements Account and shall be applied for the purposes described in Section 8.1.

ARTICLE VIII

CREATION OF CAPITAL IMPROVEMENT ACCOUNT, CAPITALIZED INTEREST ACCOUNT, AND WARRANT FUND; COVENANTS WITH RESPECT TO WARRANT PROCEEDS

Section 8.1 Capital Improvements Account. There shall be created a special account the full name of which shall be the "City of Madison Improvements Account, 2022." The Capital Improvements Account shall be maintained as a separate account until the moneys in said account shall have been fully expended as hereinafter provided. Except as hereinafter provided, the City will apply the moneys in the Capital Improvements Account solely for payment of costs of

issuance of the Warrants, costs of the construction and installation of the Economic Development Project described in Section 1.3(a) hereof, and additional costs incurred by the City with respect to public infrastructure improvements previously constructed by the Cooperative District. Synovus Bank, Birmingham, Alabama shall be the depository for the Capital Improvements Account.

The Mayor or any other person designated in writing by the Mayor are hereby authorized and directed to make withdrawals from the Capital Improvements Account for the purpose of paying the costs of the issuance of the Warrants and the costs of the Economic Development Project described in Section 1.3(d) hereof. The City shall have the right to supplement or revise the improvements comprising the Economic Development Project to be paid from proceeds of the Warrants by resolution or ordinance; provided, that no revisions or addition to the Economic Development Project as herein approved shall adversely affect either the status of the Economic Development Project as a permitted project under the Economic Development Amendment or the excludability of interest on the Warrant for federal income tax purposes.

Section 8.2 Capitalized Interest. There shall be deposited in the Warrant Fund the amount set forth in Section 7.2(b). The Bank shall apply the following amounts to the payment of interest on the Warrants coming due on the following Interest Payment Dates:

Interest Payment Date	Amount of Capitalized Interest
June 1, 2023	\$1,593,287.81
December 1, 2023	\$1,874,456.25

Section 8.3 Warrant Fund. There is hereby created a special account, the full name of which shall be the "City of Madison Warrant Fund, 2022." The Warrant Fund shall be maintained as a separate fund until payment in full of the principal of and interest on the Warrants. The Bank is hereby designated as the custodian of the Warrant Fund.

Not later than the 25th day of each May and November, commencing May, 2023, the City shall deposit into the Warrant Fund an amount equal to principal, if any, and interest that will come due with respect to the Warrants on the next succeeding Interest Payment Date; provided, that the amounts required to be deposited with respect to the payment of interest to come due on or prior to December 1, 2023 shall be adjusted to take into account the amounts of Capitalized Interest as provided in Section 8.2; and provided further, that any subsequent payments shall be adjusted to the extent appropriate to take into account any interest and investment earnings within the Warrant Fund, but the amount on deposit on the 25th day of the month preceding each Interest Payment Date shall in any event be equal to the amount of principal and interest to come due on such Interest Payment Date. Monies deposited in the Warrant Fund shall be used by the Bank for the payment of principal, interest and redemption premium (if any) on, the Warrants, and for no other purpose until the payment in full of the Warrants.

Section 8.4 Investment of Moneys in Accounts. Pending the expenditure of moneys in the Warrant Fund for any other purpose, the City shall have the privilege at any time and from time to time of investing and reinvesting, or causing to be invested and reinvested, all or part of the moneys at any time on deposit in such account, in Government Obligations or in money market funds consisting of Government Obligations. Pending the expenditure of moneys in the Capital Improvements Account (including the Capitalized Interest Account) for any other purpose, the City shall have the privilege at any time and from time to time of investing and reinvesting, or causing to be invested and reinvested, all or part of the moneys at any time on deposit in such account in Government Obligations, money market funds consisting of Government Obligations, or certificates of deposit issued by banks or trust companies having at the time of the deposit combined capital, surplus and undivided profits of not less than \$5,000,000.

The Bank is hereby directed to invest and reinvest such amounts promptly upon receipt of, and in accordance with, the written instructions of the City. The Bank may conclusively rely upon the City's written instructions as to both the suitability and legality of the directed investments. In the absence of written investment instructions from the City, the Bank shall not be responsible or liable for keeping the moneys held by it hereunder fully invested. The Bank shall not be liable for any losses from such directed investments.

Section 8.5 Security for Funds. Any money on deposit in any fund or account or held by the Bank pursuant to this Ordinance shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America) or under the State of Alabama Security for Alabama Funds Enhancement Program, be secured for the benefit of the City and the Holders by holding on deposit as collateral security direct obligations of the United States of America or securities designated by the Office of the Comptroller of the Currency in 12 CFR 9.10(b) as acceptable collateral for funds held by a national bank in a fiduciary account awaiting investment or distribution, having a market value (exclusive of accrued interest) not less than the amount of money being secured.

Section 8.6 Covenants with Respect to Exemption of Interest from Federal Income Taxation; Non-Arbitrage Covenant. The City acknowledges and agrees that the Warrants are to be issued in compliance with the conditions necessary for the interest income thereon to be exempt from federal income taxation pursuant to the relevant provisions of the Code. The City hereby covenants and agrees as follows:

- (a) It will not use or apply the proceeds of the Warrants or direct the investment of moneys in any funds or accounts established or maintained with respect to the Warrants in such manner as to constitute any Warrant an "arbitrage bond" within the meaning of Section 148 of the Code;

- (b) It will make timely rebate payments to the United States of America with respect to any "excess" arbitrage profits as required by Section 148(f) of the Code;
- (c) It will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as any Holder shall reasonably request in writing, which records shall be furnished to any Holder upon its request;
- (d) It will, within 60 days after a written request of the Bank therefor, furnish to the Bank and to any Holder a certificate by an independent certified public accountant or opinion of nationally recognized bond counsel stating that as of such date it had made all rebate payments to the United States of America necessary to prevent the Warrants from becoming "arbitrage bonds" under Section 148(f) of the Code;
- (e) It will comply with the terms of the City's Tax Certificate and Agreement with regard to use of proceeds of the Warrants in any private business use; payment of the Warrants shall not be secured by, or derived from, property used in a private business use; proceeds of the Warrants shall not be used to make or finance loans to persons other than governmental units; and proceeds of the Warrants shall not be used in any manner that would cause the Warrants to be or become private activity bonds, as defined in Section 141 of the Code;
- (f) It will not cause or permit the Warrants to be federally guaranteed, within the meaning of Section 149(b) of the Code; and
- (g) It will not in any other way cause or permit the proceeds of the Warrants to be used in a manner which would cause the interest on the Warrants to lose the exemption from federal income taxation as provided under the Code and the applicable regulations thereunder and will comply with all applicable provisions of the Code (including, without limitation, the provisions relating to post-issuance actions affecting tax exemption) to the extent necessary for interest on the Warrants to be excludable from gross income of the holders thereof.
- (h) It has in place procedures providing for compliance with each of the matters described above and for keeping records with respect to such compliance.

ARTICLE IX

APPROVAL OF OFFICIAL STATEMENT; AUTHORIZATION OF CONTINUING DISCLOSURE AGREEMENT; APPROVAL OF SALE; MISCELLANEOUS PROVISIONS

Section 9.1 Approval of Official Statement. The Council hereby approves and ratifies the actions heretofore taken by the Underwriter in connection with the preparation and distribution of a Preliminary Official Statement respecting the Warrants, which form has heretofore been deemed final within the meaning of Securities and Exchange Commission Rule 15c2-12. The Council hereby approves and adopts the final Official Statement dated December 15, 2022 respecting the Warrants, the said final Official Statement to be in substantially the form presented to the meeting of the Council at which this Ordinance is adopted. The Council further authorizes the use and distribution of the said Official Statement by the Underwriter in connection with the reoffering of the Warrants. In evidence of the approval by the Council of the said Official Statement, the Mayor of the City is hereby authorized and directed to sign manually and deliver the said Official Statement, on behalf of the Council, with such changes and additions as the Mayor of the City shall deem necessary or desirable to consummate the sale and issuance of the Warrants, the determination of the definitive form of the said Official Statement by the Mayor of the City to be conclusively established by execution (which may be by facsimile signature) of such document.

Section 9.2 Authorization of Continuing Disclosure Agreement. Upon delivery of the Warrants to the purchaser thereof, the Mayor of the City is hereby authorized and directed to execute and deliver for and on behalf of the City the Continuing Disclosure Agreement in substantially the form presented at the meeting of the Council at which this Ordinance is adopted. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder or with respect to the Warrants; provided, however, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section 9.2. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Warrants (including persons holding Warrants through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Warrants for federal income tax purposes.

Section 9.3 Sale of Warrants; Approval of Warrant Purchase Agreement. The Council does hereby ratify and approve (i) the sale of the Warrants to The Frazer Lanier Company, Incorporated (the "Underwriter") at the purchase price of \$83,803,352.90 (which takes into account net original issue premium of \$6,521,702.90 and an Underwriters' discount of \$388,350.00, and (ii) the execution by the Mayor of the City of the Warrant Purchase Agreement, dated December 15, 2022, between the City and the Underwriter in accordance with Resolution 2022-310-R adopted by the Council on November 14, 2022.

Section 9.4 County Funding Agreement. The Mayor and other officers of the City are hereby authorized to execute such documents and take such other actions as shall be necessary and appropriate to secure to the City the payments required to be made under the County Funding Agreement, including without limitation execution of assignment documents or execution of a substitute funding agreement between the City and Madison County.

Section 9.5 Further Acts. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Warrants and in the execution and delivery of the Official Statement or as contemplated by this Ordinance.

The Mayor of the City and City Clerk are authorized and directed to prepare and furnish to the purchasers of the Warrants, when the Warrants are issued, certified copies of all the proceedings and records of the Council relating to the Warrants, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Warrants as such facts appear from the books and records in such officers' custody and control or as otherwise known to them.

Section 9.6 Contractual Provisions. The provisions of this Ordinance shall constitute a contract between the City and the Holders at any time of the Warrants. Upon payment in full of the principal of and interest on the Warrants the obligations of the City hereunder shall cease with respect thereto.

Section 9.7 Warrants Payable at Par. Each bank at which the Warrants may at any time be payable, by acceptance of its duties as Paying Agent therefor, shall be construed to have agreed thereby with the Holders of the Warrants that all remittances made by it on the Warrants shall be made in bankable funds at par and without deduction for exchange, fees or expenses.

Section 9.8 Severability. The various provisions of this Ordinance are hereby declared to be severable. In the event any provisions hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

Section 9.9 Repeal of Conflicting Provisions. All resolutions, orders or parts thereof in conflict with this Ordinance are to the extent of such conflict are hereby repealed.

READ, PASSED AND ADOPTED this 19th day of December 2022.

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 2022.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2022-329-R

**A RESOLUTION AUTHORIZING THE NEGOTIATION AND EXECUTION
OF A CONSULTING SERVICES AGREEMENT WITH
AECOM TECHNICAL SERVICES, INC.**

WHEREAS the City Council of the City of Madison desires to employ a construction manager to oversee the second phase construction of the Town Madison Interstate 565 westbound exits;

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 AECOM Technical Services, Inc., for construction management services for the I-565 interchange, said agreement to incorporate the scope of services and compensation terms described in the attached "Consulting Services Agreement;" and

BE IT FURTHER RESOLVED that the Mayor is authorized to enter into a negotiated Consulting Services Agreement on behalf of the City and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to issue payment to AECOM Technical Services, Inc., in accordance with the terms and conditions of the Agreement entered into as a result of the 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 19th day of December 2022.

Rena Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of December 2022.

Paul Finley, Mayor
City of Madison, Alabama

AECOM Project Number _____
 AECOM Project Name _____

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this _____, 20__, is by and between the City of Madison, Alabama, a municipal corporation ("Client"), and AECOM Technical Services, Inc. AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City of Madison, Alabama
 100 Hughes Rd.
 Madison, Alabama 35758

Attn: Steve Smith, City Administrator

TO AECOM:

AECOM Technical Services, Inc
 3800 Colonnade Pkwy, Suite 400
 Birmingham, Alabama 35243

Attn: John E. Lobdell, Associate Vice President

Claims-related notices shall be copied to:
 AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by

AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a

limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. Should a Force Majeure Event substantially prevent or be reasonably likely to substantially prevent AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly

involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

16.3 A Party's failure to abide by the foregoing dispute resolution procedures prior to that Party's filing of a lawsuit shall result in the dismissal of said lawsuit until the provisions of Articles 16.1 and 16.2 have been met.

17. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

- Executed Change Orders
- Consulting Services Agreement Article 26
- Consulting Services Agreement Articles 1 through 25 and 27
- EXHIBIT B Compensation and Payment
- EXHIBIT A Services
- Other contract documents

26. SPECIAL TERMS AND CONDITIONS

None

27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: _____



Signature

Signature

John E. Lobdell

Printed Name

Paul Findley

Printed Name

Associate Vice President

Printed Title

Mayor

Printed Title

December 14, 2022

Date

Date

3800 Colonnade Parkway, Suite 400
Birmingham, Alabama 35243

Address

100 Hughes Road
Madison, Alabama 35758

Address

(End of page)

EXHIBIT A SERVICES

Services:

AECOM to provide Construction Engineering and Inspection Services ("CEI") services as follows:

1. **General:** AECOM will provide services as necessary for contract administration to produce construction in reasonable conformity with the plans, specifications, and contract provisions. AECOM will advise the City of Madison designated Project Manager of and shall document any omissions, substitutions, defects, and deficiencies. AECOM to provide services on the project per Alabama Department of Transportation's Construction and Testing Manuals.
2. **Project Inspection:** AECOM will monitor the construction of the Project for consistency with the plans, specifications, and contract provisions. AECOM will monitor construction material as required for quality of workmanship and materials in reasonable conformity with plan specifications and the contract provisions.
3. **Management Engineering Services:** AECOM will endeavor to perform all management engineering services necessary to monitor proper coordination of activities of all parties involved in accomplishing completion of projects; maintain complete, accurate records of all activities and events relating to projects; properly document all significant changes to projects; provide interpretations of plans, specifications and contract provisions; make recommendations to the City of Madison to resolve disputes that may arise in relation to construction contracts; and to maintain an adequate level of surveillance of the Contractor's activities. All recordation and documentation will be in accordance with standard ALDOT procedures, formats and content.
4. **Personnel:** AECOM shall provide a sufficient number of qualified personnel as directed by the City of Madison to effectively carry out its responsibilities under this Agreement. AECOM shall utilize only competent personnel who are qualified by experience and education. AECOM shall submit, in writing, to the City of Madison designated Project Manager the name of all personnel to be considered for assignment the Project, together with a detailed resume of each person's qualifications and copies of current certifications, education and experience.

Schedule:

Project schedule was determined during preparation of the plan set and construction letting. AECOM will be on-site for the duration of construction.

Deliverables:

Construction deliverables as needed to manage the contractor during construction. Paperwork and reporting will follow the requirements of an ALDOT funded project as outlined in ALDOT's Construction and Testing Manuals.

AECOM Project Manager

Name	Eddie Lobdell
Title	Associate Vice President
Address	3800 Colonnade Parkway, Birmingham, Al. Suite 400
Phone Number	205-970-0744
Email Address	Eddie.lobdell@aecom.com

Client Project Manager

Name	Steve Smith
Title	City Administrator
Address	100 Hughes Rd., Madison, Al 35758
Phone Number	256-772-5602
Email Address	Steve.smith@madisonal.gov

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3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020



City of Madison, Alabama
December 14, 2022

ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

Attachment A

**Project No. 2022-009-ITB
Construction of City of Madison Interchange(Ramps C & D, Including
Bridges, and Improvements Along I-565)**

AECOM
11/23/2022

We are proposing a "cost plus" fee as follows:

Labor Estimate

Inspector Classification	Hourly Rate	Est. Man-hours	Total	Comments
Project Engineer/Manager	\$55.00	2280	\$125,400	Avg. 24 hours/ week for 95 weeks
Senior Inspector	\$39.00	5400	\$210,600	Avg. 60 hours/ week for 90 weeks
Level II Insp	\$32.00	5400	\$172,800	Avg. 60 hours/ week for 90 weeks
Level I Insp	\$23.00	4500	\$103,500	Avg. 60 hours/ week for 75 weeks
Staff Structural Engineer	\$62.00	1200	\$74,400	Avg 20 hours/ week for 60 weeks
Office Eng.	\$37.00	2250	\$83,250	Avg. 30 hours/ week for 75 weeks
Staff Engineer	\$74.00	2375	\$175,750	Avg. 25 hours/ week for 95 weeks
Total Direct Labor			\$945,700	
Field Overhead Rate =			1.26	
Total Direct Labor			\$1,191,582	
Total Direct Labor			\$2,137,282	

Direct Costs

	Rate	Miles	Total	Comments
Terracon(Geotech Subconsultant)			\$40,000	Various needs from geotechnical engineer of record as project needs warrant.
Mileage	0.585	45,000.0	\$26,325	Various project related mileage including transporting samples to the DOT office, etc.
Materials Testing			\$15,000	Various testing needs(sub TBD depending on availability)
Total Direct Costs			\$81,325	
Subtotal			\$2,218,607	
Profit 10%			\$221,861	
Grand Total			\$2,440,468	

***Note: We are assuming the construction contract duration of approximately 670 Calendar Days(original 550 plus 120 day extension)



3800 CORPORATE WOODS DRIVE
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December 15, 2022

Opioid Litigation Update

We are writing to give everyone an update on the most recent opioid settlement with McKesson. There has been a lot of work put in to get these settlements finalized and to the point where opioid abatement funds can start being distributed around the State of Alabama. We are proud to announce that the Year 1 payments from the McKesson settlement were issued yesterday to all litigating local governments and public hospitals who chose to receive their settlements via wire/ACH and who provided their banking information on time (note: if you chose to receive your settlement via check, then this will be issued in the next week or two). We have been informed that the ACH could take up to 72 hours to get to your account but should be there sooner. If you do not receive your settlement payment by Monday, please e-mail or call us to let us know. You should have already received a copy of the Special Master’s report from us in the past showing the amount each entity will receive. Please note that the McKesson settlement will be paid over 10 years. In the near future, we plan to provide you with a payment schedule, which will detail your settlement payments for Years 2-10; however, the Special Master has not finalized this report yet.

We also wanted to point out two very important details related to this settlement (and likely any future settlements). **PLEASE READ THIS CAREFULLY.** First, the Receiver will keep your banking information on file for future settlements. **If your bank account information changes at any time over the next 10 years, then you will need to inform us so we can update the information for the Receiver.** Second, all of the opioid settlement funds have parameters and limitations on what the funds may be used for. We are attaching the “List of Opioid Remediation Uses” from the Settlement Agreement which lay out the “Core Strategies” and “Approved Uses” for the opioid abatement funds. **Please make sure you abide by these approved uses/strategies.** We anticipate these strategies and approved uses will remain the same or substantially similar in future settlements. If there are any substantial changes to this in the future, we will update

you further. If you ever have any questions about these, please do not hesitate to contact us or contact the Attorney General's office directly to discuss.

We will be sending out updates in the future on the status of the Janssen/J&J settlement and the most recent Wal-Mart settlement. You should already have received the Special Master's report for the Janssen/J&J settlement, which shows the amounts that will be paid to each entity. If you did not receive this, please let us know and we will re-send it to you. As always, if you have any questions or concerns, please do not hesitate to give us a call.

Sincerely,



Matt Conn

MC/tm

Enclosure:

(1) McKesson Approved Uses

cc:

Jeff Friedman



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November 7, 2022

Opioid Litigation Update

Please be advised that the settlement with McKesson has been finalized. After a lot of work, the final allocation and distribution methodology has been finished and detailed in a report to the Court by the Special Master. The Special Master’s report is attached hereto for your review. Exhibit A to the Special Master’s Report gives the amount of the McKesson settlement that will be allocated to each town, city, county, public hospital and/or board of health in the State of Alabama.

The amounts shown in Exhibit A are *after* attorneys fees and expenses, as detailed in the Special Master’s report. Please note that the McKesson settlement is not paid in a lump sum (like the J&J/Janssen settlement), so the amounts shown will be paid over 10 years. The payment schedules will be provided at a later date.

Please note that the Special Master’s report for the J&J/Janssen settlement should be filed next week. Once it is filed, we will update you further.

As always, if you have any questions or concerns, please do not hesitate to give us a call.

Sincerely,

Matt Conn

MC/tm

Enclosures:

(1) Special Master’s Report for McKesson Settlement

cc:

Jeff Friedman

**McKesson-Alabama
Litigating Local Governments &
Litigating Local Governmental Public Health Entities
Special Master Report**

**I. Total Amount to State and Gross Amounts to Litigating Local Governments and
Litigating Public Health Entities**

Pursuant to Exhibit H of the *McKesson Alabama Settlement Agreement* (“MASA”), McKesson shall pay a total of \$141,000,000 in Compensatory Restitution Amount to the State of Alabama. Pursuant to §B.1 of the *McKesson and Janssen Opioid Settlement Allocation Agreement*, “The State, Political Subdivisions [Litigating Local Governments (“LLGs”)] and Litigating Governmental Public Health Entities [“LGPHE”)] shall divide all Settlement Funds with 50% going to the State, 40% going to the Political Subdivisions [Litigating Local Governments], and 10% going to the Litigating Governmental Public Health Entities.

Therefore, the gross amounts to the State, LLGs, and LGPHE, before considering holdbacks, if applicable, fees, and expenses are as follows:

Gross Settlement Summary before Fees & Expenses	Percentage	Gross Amounts
State of Alabama	50%	\$71,500,000.00
Litigating Local Governments	40%	\$56,400,000.00
Litigating Local Governmental Public Health Entities	10%	\$14,100,000.00
		\$141,000,000.00

II. LLG & LPGHE Administrative & Miscellaneous Fees & Expenses

Pursuant to the *Order Establishing Qualified Settlement Fund and Appointing Receiver for the Fund* (see Doc. 2834) and the *Order Appointing Special Master* (see Doc. 2839), the administrative fees and costs attributable to the LLG and LGPHE portions of the MASA are \$60,000.00. Pursuant §2 of the Appointing Order, \$30,000.00 shall be paid to Special Master

Joseph Tann. In addition, under the ¶8 QSF Order, \$30,000.00 shall be paid to Richard Weinberg of Winbridge Partners for his services as the court-appointed receiver.

III. Attorneys' Fees

A. Attorneys' Fees – Contingency Fees

In addition to the Compensatory Restitution Amount listed in Section I above, §VII of the MASA provides for \$11,000,000.00¹ to be paid “for Subdivision counsel... for fees and costs...” Pursuant to Exhibit H.§.B.c of the MASA, the \$11,000,000 award for subdivision fees and costs is “to be paid in two equal installments over two years, beginning in 2022”. The allocation/division of the \$11,000,000 fee fund was determined by multiplying the percentage of the LLG/LGPHE funds to be received by the client by the applicable contingency fee contract rate, capped at a rate of 25%. In other words, the formula used the lower of: (a) the actual contract rate, or (b) 25%. Consistent with the allocation to LLGs/LGPHEs, 80% of the Subdivision counsel fee fund is being awarded to counsel for the LLGs and 20% of the Subdivision counsel fee fund is being awarded to counsel for the LGPHEs.

However, the amount of compensation available under §VII of the MASA, which would have resulted in a cumulative average contingency fee of ~13.5% of the gross amounts for the LLGs/LGPHEs, after adding the attorney fee fund payment, is insufficient compensation for counsel to the more than 250 LLGs/LLGHEs receiving payments under the MASA who have valid and enforceable contingency fee agreements with their LLG/LGPHE clients ranging from 20% to 40%.

¹ Pursuant to §2 of the Appointing Order, “the Special Master shall receive a separate payment of \$30,000... for work performed to determine the necessary and appropriate methodology for allocating attorneys’ fees to local government attorneys and Litigating Governmental Public Health Entities attorneys, whether the attorney fees are distributed through an Attorney Fee Fund, a deficiency fund, a backstop fund, or otherwise.” The expense will be taken out of the Attorney Fee Fund (§VII of the MASA), before the allocations to counsel are determined.

B. Backstop/Deficiency Fund

To address the insufficient compensation afforded to counsel for LLGs/LGPHEs, an additional \$6,471,106.48 is being made available from the gross amounts to the LLGs/LGPHEs listed in the chart in Section I above. When added to the \$11,000,000.00 from §VII of the MASA, this results in a total gross amount of \$17,441,106.48 to pay contingent fee contracts, after accounting for administrative expenses. Counsel either has been, or will be, notified by the Special Master, in writing, of the attorney fee award for each of the LLG/LPGHE clients that they represent. Counsel for the LLGs/LGPHEs waived enforcement of their contracts other than in compliance with the terms and conditions contained within this report.

C. Attorneys' Fees - Common Benefit Fund

To compensate the court-appointed Committees for common benefit work (*see* Doc. 2675), the Court ordered that “two percent (2%) of the portion of the Johnson & Johnson and McKesson settlements be allocated to the Alabama local governments, boards of health, and public health authorities that have filed cases in the MDL” be paid into the Committee Fee Fund, as defined by the Court in Doc. 2675. Because all of the participating LLGs either are or were docketed in *MDL 2804 In Re: National Prescription Opioid Litigation*, exactly 2% of the gross amount attributable to LLGs listed in the chart in Section I above is subject to the 2% assessment ($2.000\% \times \$56,400,000.00 = \$1,128,000.00$). However, nearly half the LGPHE cases, by allocation percentage, either are, or were, pending in state court, so only ~1.05% of the gross amount attributable to LGPHEs listed in the chart in Section I above is subject to the 2% assessment ($\sim 1.049\% \times \$14,100,000 = \$147,914.30$).

Combined, the total Committee Fee Fund award for the MASA is \$1,275,914.30. The court-appointed Committee Fee Fund members voluntarily agreed to the division and allocation of the Committee Fee Fund compensation, and the Special Master accepted their agreement.

IV. Payment Amounts to Litigating Local Governments & Litigating Local Governmental Public Health Entities²

A. Payments to Litigating Local Governments

The net of all applicable administrative fees and expenses, of the original \$56,400,000.00 gross amount allocated to LLGs³, \$50,058,163.68 (88.76%) is available to pay LLGs. The methodology for awarding the \$50,058,163.68 to LLGs is substantially similar to the methodology used in MDL 2804. At the county level, the model incorporates the following factors:

1. The number of persons suffering from opioid use disorder in the county.
2. The number of overdose deaths that occurred in the county.
3. The amount of opioids distributed within the county by Morphine Milligram Equivalent

For Cities/Towns, the formula draws on US Census Bureau data on local government spending by function. The functions or expenditure categories examined for each jurisdiction were: elementary and secondary education net of capital outlay, public welfare (including child protective services), hospitals net of capital outlay, health, police protection, fire protection, corrections net of capital outlay, housing and community development, and judicial and legal.

All Alabama Litigating Local Governments participating in the MASA were assigned an allocation amount using the allocation model referenced above and the \$50,058,163.68 for LLGs is hereby allocated as set forth in the attached Exhibit A. If an LLG wishes to object to an allocation

² Consistent with the terms and conditions of the Final Arbitration Award set for in Exhibit H of the MASA, payments to LLGs/LGPHEs will be made over a period of ten (10) years.
³ This calculation excludes the attorneys’ fees paid pursuant to §VII of the MASA, because those funds were never available for distribution to LLGs/LGPHEs.

amount, it must do so no later than 5:00 pm CDT on November 18, 2022, at which time all LLG allocations will become final.

B. Payments to Local Governmental Public Health Entities

Net of all applicable administrative fees and expenses, of the original \$14,100,000.00 gross amount allocated to LGPHEs⁴, \$12,610,153.24 (89.43%) is available to pay LGPHEs. The allocation percentages for payments to LGPHEs were determined by an arbitration proceeding that was conducted by the Honorable Sally Shushan, a retired federal magistrate judge for the United States District Court for the Eastern District of Louisiana. The final allocation percentages for LGPHEs are attached hereto as Exhibit B. The LGPHE allocations are final and are not subject to further dispute or objection.

Local Government Summary Chart - McKesson

Description	Amount	Classified	Percentage
Payable to LLGs	\$50,058,163.68	\$62,668,316.92	76.9%
Payable to LGPHEs	\$12,610,153.24		
Payable to Attorney Fee Fund (LLGs)	\$8,776,000.00	\$13,922,106.48	17.1%
Payable to Backstop/Deficiency Fund (LLGs)	\$5,146,106.48		
Payable to Attorney Fee Fund (LGPHEs)	\$2,194,000.00	\$3,519,000.00	4.3%
Payable to Backstop/Deficiency Fund (LGPHEs)	\$1,325,000.00		
Payable to Common Benefit	\$1,275,914.30	\$1,275,914.30	1.6%
Payable to Admin/Misc. Expenses	\$114,662.30	\$114,662.30	0.1%
TOTAL	\$81,500,000.00	\$81,500,000.00	100.0%

IT IS SO ORDERED

SPECIAL MASTER



Joseph C. Tann, ESQ

⁴ This calculation excludes the attorneys' fees paid pursuant to §VII of the MASA, because those funds were never available for distribution to LLGs/LGPHEs.

Exhibit A
Litigating Local Government Allocations
McKesson-Alabama
Litigating Local Governments &
Litigating Local Governmental Public Health Entities
Special Master Report

\$50,058,163.68

Litigating Local Government	Net Allocation to Subdivision
Abbeville	\$33,681.27
Alabaster	\$318,088.73
Albertville	\$188,507.44
Alexander City	\$194,452.35
Anniston	\$502,097.41
Arab	\$120,660.49
Argo	\$15,006.89
Ashland	\$24,469.62
Ashville	\$11,277.79
Athens	\$219,278.86
Attalla	\$103,129.02
Auburn	\$309,526.76
<i>Autauga County</i>	\$157,939.08
<i>Baldwin County</i>	\$921,587.68
<i>Barbour County</i>	\$45,614.55
Bay Minette	\$79,068.43
Berry	\$12,915.12
Bessemer	\$366,434.66
<i>Bibb County</i>	\$206,256.46
Birmingham	\$2,622,920.87
<i>Blount County</i>	\$466,224.91
Boaz	\$104,011.36
Brent	\$39,072.16
Brewton	\$138,720.98
Bridgeport	\$948.39
Brookwood	\$4,366.67
Brundidge	\$6,831.57
<i>Bullock County</i>	\$40,234.34
Butler	\$51,420.71
<i>Butler County</i>	\$33,683.45
Calera	\$152,443.03
<i>Calhoun County</i>	\$457,613.73

Exhibit A
Litigating Local Government Allocations

Camp Hill	\$3,807.62
Carbon Hill	\$58,456.57
Cedar Bluff	\$35,893.36
Center Point	\$6,726.89
Centre	\$90,579.07
Centreville	\$14,364.78
Chambers County	\$267,314.70
Cherokee	\$5,249.57
Cherokee County	\$191,023.47
Chickasaw	\$50,554.40
Childersburg	\$60,637.99
Chilton County	\$412,668.33
Choctaw County	\$78,826.30
Clanton	\$105,805.61
Clarke County	\$150,517.12
Clay County	\$103,792.59
Cleburne County	\$128,596.22
Cleveland	\$7,990.82
Coffee County	\$195,438.50
Colbert County	\$199,573.22
Columbiana	\$31,383.58
Conecuh County	\$96,816.25
Coosa County	\$76,339.31
Cordova	\$59,944.78
Covington County	\$286,414.40
Crenshaw County	\$90,115.92
Cullman	\$337,207.28
Cullman County	\$562,137.01
Dadeville	\$15,158.67
Dale County	\$152,450.55
Daleville	\$48,595.64
Dallas County	\$129,650.84
Daphne	\$201,398.02
Dauphin Island	\$28,911.09
De Kalb County	\$251,103.12
Decatur	\$1,180,751.68
Demopolis	\$91,728.55
Dora	\$57,920.79
Dothan	\$683,436.49
Double Springs	\$50,304.44

Exhibit A
Litigating Local Government Allocations

Douglas	\$609.74
East Brewton	\$16,653.48
Elmore County	\$348,799.09
Enterprise	\$208,391.93
Escambia County	\$408,463.23
Etowah County	\$644,549.11
Eufaula	\$133,259.79
Evergreen	\$25,982.44
Fairfield	\$73,333.42
Fairhope	\$139,958.78
Faunsdale	\$172.79
Fayette County	\$86,984.56
Fayette	\$49,410.14
Florence	\$557,202.94
Foley	\$215,585.89
Fort Deposit	\$3,234.88
Fort Payne	\$364,878.85
Franklin County	\$180,573.80
Fultondale	\$59,740.25
Gadsden	\$524,356.36
Geneva	\$41,615.38
Geneva County	\$138,334.91
Georgiana	\$11,492.21
Geraldine	\$6,902.57
Gilbertown	\$1,263.46
Grant	\$10,670.81
Graysville	\$23,090.95
Greene County	\$44,214.08
Greensboro	\$15,643.27
Greenville	\$107,276.64
Guin	\$15,892.48
Gulf Shores	\$305,799.83
Guntersville	\$159,330.41
Gurley	\$4,711.69
Hale County	\$82,675.36
Haleyville	\$89,385.70
Hamilton	\$56,617.01
Hammondville	\$3,073.41
Hartselle	\$39,856.95
Headland	\$39,357.86

Exhibit A
Litigating Local Government Allocations

Helena	\$87,382.89
Henagar	\$21,513.86
Henry County	\$50,990.40
Homewood	\$249,964.75
Hoover	\$886,229.99
Houston County	\$350,213.30
Hueytown	\$121,885.44
Huntsville	\$1,999,069.10
Irondale	\$108,500.12
Jackson County	\$99,089.64
Jacksonville	\$156,768.15
Jasper	\$883,718.23
Jefferson County	\$3,452,452.21
Killen	\$11,490.78
Lamar County	\$102,050.42
Lanett	\$80,234.80
Lauderdale County	\$299,049.03
Lawrence County	\$284,316.13
Leeds	\$93,976.49
Leesburg	\$12,027.11
Leighton	\$3,539.70
Level Plains	\$2,197.64
Limestone County	\$364,744.14
Lincoln	\$115,751.67
Linden	\$10,769.00
Locust Fork	\$2,449.74
Louisville	\$2,903.36
Lowndes County	\$43,511.06
Loxley	\$25,783.61
Luverne	\$9,604.60
Macon County	\$85,547.80
Madison County	\$822,640.56
Madison	\$295,161.63
Marengo County	\$31,216.65
Marion	\$14,763.34
Marion County	\$139,763.16
Marshall County	\$464,874.26
McKenzie	\$2,761.52
Midfield	\$243.98
Millbrook	\$155,166.28

Exhibit A
Litigating Local Government Allocations

Mobile	\$2,023,136.31
<i>Mobile County</i>	\$1,730,184.63
<i>Monroe County</i>	\$118,005.47
Monroeville	\$66,566.28
Montgomery	\$1,114,041.43
<i>Montgomery County</i>	\$614,501.48
Moody	\$22,695.67
<i>Morgan County</i>	\$196,660.25
Moulton	\$84,910.79
Mountain Brook	\$223,485.69
Munford	\$15,156.05
Muscle Shoals	\$168,165.85
Nauvoo	\$11,724.91
New Hope	\$8,198.36
Northport	\$265,879.80
Oakman	\$26,263.11
Oneonta	\$169,498.45
Opelika	\$336,346.35
Opp	\$58,077.51
Orange Beach	\$184,392.51
Oxford	\$220,881.29
Ozark	\$184,910.99
Parrish	\$73,252.80
Pelham	\$430,871.08
Pell City	\$278,582.16
<i>Perry County</i>	\$31,892.41
Phenix City	\$392,359.87
<i>Pickens County</i>	\$179,661.15
Piedmont	\$89,941.86
<i>Pike County</i>	\$18,626.73
Pleasant Grove	\$32,397.04
Powell	\$3,325.31
Prattville	\$378,174.49
Priceville	\$7,632.82
Prichard	\$68,975.21
Ragland	\$9,526.56
Rainbow City	\$84,371.93
Rainsville	\$117,948.28
<i>Randolph County</i>	\$111,250.32
Red Bay	\$39,331.27

Exhibit A
Litigating Local Government Allocations

Roanoke	\$68,375.05
Robertsdale	\$53,684.52
Rockford	\$3,689.49
<i>Russell County</i>	\$106,796.63
Russellville	\$198,642.71
Saraland	\$155,754.22
Satsuma	\$39,241.39
Scottsboro	\$415,935.78
Selma	\$165,452.18
Semmes	\$26,329.76
Sheffield	\$100,881.51
<i>Shelby County</i>	\$1,026,451.04
Sipsey	\$23,561.00
Slocomb	\$27,730.98
Spanish Fort	\$18,426.79
Springville	\$36,238.34
<i>St Clair County</i>	\$650,567.95
Sumiton	\$145,792.41
Summerdale	\$15,359.36
<i>Sumter County</i>	\$74,052.23
Sweet Water	\$188.06
Sylacauga	\$144,697.39
Talladega	\$143,044.23
<i>Talladega County</i>	\$323,354.10
<i>Tallapoosa County</i>	\$122,044.26
Tarrant	\$57,666.40
Thomasville	\$55,490.05
Troy	\$205,748.66
Trussville	\$153,248.16
Tuscaloosa	\$1,223,084.77
<i>Tuscaloosa County</i>	\$634,655.24
Tuscumbia	\$52,855.57
Tuskegee	\$57,537.42
Union Springs	\$26,520.55
Uniontown	\$11,373.92
Vance	\$6,035.94
Vernon	\$19,876.14
Vestavia Hills	\$193,288.79
<i>Walker County</i>	\$917,425.07
<i>Washington County</i>	\$101,135.00

Exhibit A
Litigating Local Government Allocations

Weaver	\$26,500.09
West Blocton	\$25,353.82
Wetumpka	\$104,060.52
<i>Wilcox County</i>	\$55,104.98
Winfield	\$119,247.20
Woodville	\$289.14
Yellow Bluff	\$1,837.07

**Exhibit B
Litigating Governmental Public Health Entities Allocations**

**McKesson-Alabama
Litigating Local Governments &
Litigating Governmental Public Health Entities
Special Master Report**

\$12,610,153.24

Litigating Governmental Public Health Entities	Net Allocation to Special District
Bibb County Healthcare Authority d/b/a Bibb Medical Center	\$335,663.12
Dale County Healthcare Authority d/b/a Dale Medical Center	\$191,500.11
DCH Health Care Authority (Tuscaloosa) (d/b/a DCH Regional Medical Center and Northport Medical Center	\$1,303,922.13
Escambia County Health Care Authority d/b/a D.W. McMillan Memorial Hospital and Atmore Community Hospital	\$98,977.59
Geneva County Health Care Authority d/b/a Wiregrass Medical Center	\$311,994.57
Health Care Authority of Clarke County d/b/a Grove Hill Memorial Hospital	\$64,550.60
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center East (Montgomery)	\$395,910.35
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center South (Montgomery)	\$832,702.74
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Prattville Baptist Hospital	\$118,342.77
Lakeland Community Hospital HCA Winston County	\$124,797.83
Medical West Hospital Authority (UAB)	\$533,618.30
Monroe County Health Care Authority d/b/a Monroe County Hospital	\$105,432.65
Sylacauga Health Care Authority d/b/a Coosa Valley Medical Center	\$305,539.51
Greene County Health System	N/A
Tombigbee Health Care Authority d/b/a Brian W. Whitfield Memorial Hospital	\$131,252.89
Attentus Mouton, LLC d/b/a Lawrence Medical Center (Lawrence County Health Care Authority)	\$90,477.44
Cullman Regional Medical Center, Inc. (Healthcare Authority of Cullman County)	\$279,848.83
Decatur Morgan Hospital-Parkway (Health Care Authority of the City of Huntsville)	\$252,495.18

**Exhibit B
Litigating Governmental Public Health Entities Allocations**

Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital	\$1,940,004.66
HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (Healthcare Authority of the City of Huntsville)	\$138,872.35
HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital Decatur	\$694,361.75
HH Health Systems-Shoals LLC d/b/a Hellen Keller Hospital (Healthcare Authority of the City of Huntsville)	\$361,909.76
HH Health Systems-Shoals, LLC d/b/a Red Bay Hospital (Healthcare Authority of the City of Huntsville)	\$52,603.16
Jackson County Healthcare Authority	\$199,892.02
Marshall County Health Care Authority	\$189,371.39
Marshall County Health Care Authority	\$410,304.67
Jefferson County Board of Health	\$1,933,790.47
Mobile County Board of Health/Family Oriented PHC	\$1,212,016.42

November 15, 2022

Opioid Litigation Update

Please be advised that the settlement with J&J/Janssen has been finalized. After a lot of work, the final allocation and distribution methodology has been finished and detailed in a report to the Court by the Special Master. The Special Master’s report is attached hereto for your review. Exhibit A to the Special Master’s Report gives the amount of the J&J/Janssen settlement that will be allocated to each town, city, county, public hospital and/or board of health in the State of Alabama.

The amounts shown in Exhibit A are *after* attorneys’ fees and expenses, as detailed in the Special Master’s report. Please note that the J&J/Janssen settlement will be paid in one lump sum (unlike the McKesson settlement that will be paid over time). We anticipate this settlement being funded within the next two months and will keep you updated with the status.

As always, if you have any questions or concerns, please do not hesitate to give us a call.

Sincerely,



Matt Conn

MC/tm

Enclosures:

(1) Special Master’s Report for J&J/Janssen Settlement

cc:

Jeff Friedman

**Janssen-Alabama
Litigating Local Governments &
Litigating Local Governmental Public Health Entities
Special Master Report**

I. Total Amount to State and Gross Amounts to Litigating Local Governments and Litigating Public Health Entities

Pursuant to §V.B of the *Janssen Alabama State-Wide Opioid Settlement Agreement* (“JASA”), “Janssen shall pay to the State of Alabama the sum of \$70,329,014.38, plus fees and costs... subject to any holdback under subsection V.C. below.” Pursuant to §B.1 of the *McKesson and Janssen Opioid Settlement Allocation Agreement*, “The State, Political Subdivisions [Litigating Local Governments (“LLGs”)] and Litigating Governmental Public Health Entities [“LGPHE”] shall divide all Settlement Funds with 50% going to the State, 40% going to the Political Subdivisions [Litigating Local Governments], and 10% going to the Litigating Governmental Public Health Entities.

Therefore, the gross amounts to the State, LLGs, and LGPHE, before considering holdbacks, if applicable, fees, and expenses are as follows:

Gross Settlement Summary before Fees & Expenses	Percentage	Gross Amounts
State of Alabama	50%	\$35,164,507.19
Litigating Local Governments	40%	\$28,131,605.75
Litigating Local Governmental Public Health Entities	10%	\$7,032,901.44
		\$70,329,014.38

II. LLG & LPGHE Administrative & Miscellaneous Fees & Expenses

Pursuant to the *Order Establishing Qualified Settlement Fund and Appointing Receiver for the Fund* (see Doc. 2834) and the *Order Appointing Special Master* (see Doc. 2839), the administrative fees and costs attributable to the LLG and LGPHE portions of the JASA are \$60,000.00. Pursuant §2 of the Appointing Order, \$30,000.00 shall be paid to Special Master

Joseph Tann. In addition, under the ¶8 QSF Order, \$30,000.00 shall be paid to Richard Weinberg of Winbridge Partners for his services as the court-appointed receiver.

III. Attorneys' Fees

A. Attorneys' Fees – Contingency Fees

Section IX.A.1 of the JASA provides for \$5,074,243.46¹ to be paid to the State of Alabama, “to reimburse attorneys’ fees for the State, Participating Litigating Subdivisions, and Special Districts.” Attorneys for the State and LLGs/LGPHEs agreed that this amount will be used to pay attorneys’ fees for the LLGs/LGPHEs, not attorneys’ fees for the State. The allocation/division of the \$5,074,243.46 fee fund was determined by multiplying the percentage of the LLG/LGPHE funds to be received by the client by the applicable contingency fee contract rate, capped at a rate of 25%. In other words, the formula used the lower of: (a) the actual contract rate, or (b) 25%.

However, the amount of compensation available under §IX.A.1 of the JASA, which would have resulted in a cumulative average contingency fee of 12.6% after adding the attorney fee fund payment back to the gross amounts for the LLGs/LGPHEs is insufficient compensation for counsel to the more than 250 LLGs/LLGHES receiving payments under the JASA who have valid and enforceable contingency fee agreements with their LLG/LGPHE clients ranging from 20% to 40%.

B. Backstop/Deficiency Fund

To address the insufficient compensation afforded to counsel for LLGs/LGPHEs, an additional \$3,670,123.20 was made available from the gross amounts to the LLGs/LGPHEs listed in the chart in Section I above. When added to the \$5,074,243.46 from §IX.A.1 of the JASA, this results in a total gross amount of \$8,744,366.66 to pay contingent fee contracts, after accounting

¹ Pursuant to §2 of the Appointing Order, the Special Master "shall receive a separate payment of \$30,000... for work performed to determine the necessary and appropriate methodology for allocating attorneys’ fees to local government attorneys and Litigating Governmental Public Health Entities attorneys, whether the attorney fees are distributed through an Attorney Fee Fund, a deficiency fund, a backstop fund, or otherwise." The expense will be taken out of the Attorney Fee Fund (§IX.A.1 of the JASA), before the allocations to counsel are determined.

for administrative expenses. Counsel either has been, or will be, notified by the Special Master, in writing, of the attorney fee award for each of the LLG/LPGHE clients that they represent. Counsel for the LLGs/LGPHEs waived enforcement of their contracts other than in compliance with the terms and conditions contained within this report.

C. Attorneys' Fees - Common Benefit Fund

To compensate the court-appointed Committees for common benefit work (*see* Doc. 2675), the Court ordered that “two percent (2%) of the portion of the Johnson & Johnson and McKesson settlements be allocated to the Alabama local governments, boards of health, and public health authorities that have filed cases in the MDL” be paid into the Committee Fee Fund, as defined by the Court in Doc. 2675. Because all of the participating LLGs either are or were docketed in *MDL 2804 In Re: National Prescription Opioid Litigation*, exactly 2% of the gross amount attributable to LLGs listed in the chart in Section I above is subject to the 2% assessment (2.000% x \$28,131,605.75 = \$562,632.12). However, nearly half the LGPHE cases, by allocation percentage, either are, or were, pending in state court, so only 1.03% of the gross amount attributable to LGPHEs listed in the chart in Section I above is subject to the 2% assessment (~1.034% x \$7,032,901.44 = \$72,724.29).

Combined, the total Committee Fee Fund award for the JASA is \$635,356.41. The court-appointed Committee Fee Fund members voluntarily agreed to the division and allocation of the Committee Fee Fund compensation, and the Special Master accepted their agreement.

IV. Payment Amounts to Litigating Local Governments & Litigating Local Governmental Public Health Entities

A. Payments to Litigating Local Governments

Net of all applicable administrative fees and expenses, of the original \$28,131,605.75 gross amount allocated to LLGs², \$24,600,227.10 (87.45%) is available to pay LLGs. The methodology for awarding the \$24,600,227.10 to LLGs is substantially similar to the methodology used in MDL 2804. At the county level, the model incorporates the following factors:

1. The number of persons suffering from opioid use disorder in the county.
2. The number of overdose deaths that occurred in the county.
3. The amount of opioids distributed within the county by Morphine Milligram Equivalent

For Cities/Towns, the formula draws on US Census Bureau data on local government spending by function. The functions or expenditure categories examined for each jurisdiction were: elementary and secondary education net of capital outlay, public welfare (including child protective services), hospitals net of capital outlay, health, police protection, fire protection, corrections net of capital outlay, housing and community development, and judicial and legal.

All Alabama Litigating Local Governments participating in the JASA were assigned an allocation amount using the allocation model referenced above and the \$24,600,227.10 for LLGs is hereby allocated as set forth in the attached Exhibit A. If an LLG wishes to object to an allocation amount, it must do so **no later than 5:00 pm CDT on November 21, 2022, at which time all LLG allocations will become final.**

² This calculation excludes the attorneys' fees paid pursuant to §IX.A.1 of the JASA, because those funds were never available for distribution to LLGs/LGPHEs.

B. Payments to Local Governmental Public Health Entities

Net of all applicable administrative fees and expenses, of the original \$7,032,901.44 gross amount allocated to LGPHEs³, \$6,198,900.40 (88.14%) is available to pay LGPHEs. The allocation percentages for payments to LGPHEs were determined by an arbitration proceeding that was conducted by the Honorable Sally Shushan, a retired federal magistrate judge for the United States District Court for the Eastern District of Louisiana. The final allocation percentages for LGPHEs are attached hereto as Exhibit B. The LGPHE allocations are final and are not subject to further dispute or objection.

Local Government Summary Chart

Description	Amount	Classified	Percentage
Payable to LLGs	\$24,600,227.10	\$30,799,027.58	76.5%
Payable to LGPHEs	\$6,198,800.48		
Payable to Attorney Fee Fund (LLGs)	\$4,035,394.77	\$6,956,141.30	17.3%
Payable to Backstop/Deficiency Fund (LLGs)	\$2,920,746.53		
Payable to Attorney Fee Fund (LGPHEs)	\$1,008,848.69	\$1,758,225.36	4.4%
Payable to Backstop/Deficiency Fund (LGPHEs)	\$749,376.67		
Payable to Common Benefit	\$635,356.41	\$635,356.41	1.6%
Payable to Admin/Misc. Expenses	\$90,000.00	\$90,000.00	0.2%
TOTAL	\$40,238,750.65	\$40,238,750.65	100.0%

IT IS SO ORDERED

SPECIAL MASTER



Joseph C. Tann, ESQ

³ This calculation excludes the attorneys' fees paid pursuant to §IX.A.1 of the JASA, because those funds were never available for distribution to LLGs/LGPHEs.

Exhibit A
LLG Allocations
Janssen-Alabama
Litigating Local Governments &
Litigating Local Governmental Public Health Entities
Special Master Report

\$24,600,227.10

Litigating Local Government	Net Allocation to Subdivision
Abbeville	\$16,549.17
Alabaster	\$156,786.01
Albertville	\$92,622.45
Alexander City	\$95,543.47
Anniston	\$246,703.76
Arab	\$59,286.10
Argo	\$7,373.58
Ashland	\$12,023.06
Ashville	\$5,541.30
Athens	\$107,741.88
Attalla	\$50,672.07
Auburn	\$152,084.86
<i>Autauga County</i>	\$77,602.80
<i>Baldwin County</i>	\$452,818.80
<i>Barbour County</i>	\$22,412.55
Bay Minette	\$38,849.99
Berry	\$6,345.80
Bessemer	\$180,615.73
<i>Bibb County</i>	\$101,343.37
Birmingham	\$1,288,762.75
<i>Blount County</i>	\$229,077.93
Boaz	\$51,105.61
Brent	\$19,197.97
Brewton	\$68,160.06
Bridgeport	\$465.99
Brookwood	\$2,145.55
Brundidge	\$3,356.67
<i>Bullock County</i>	\$19,769.00
Butler	\$25,265.38
<i>Butler County</i>	\$16,550.24
Calera	\$74,902.34
<i>Calhoun County</i>	\$224,846.86
Camp Hill	\$1,870.86

Exhibit A
LLG Allocations

Carbon Hill	\$28,722.43
Cedar Bluff	\$17,636.07
Center Point	\$3,305.23
Centre	\$44,505.70
Centreville	\$7,058.08
Chambers County	\$131,344.12
Cherokee	\$2,579.36
Cherokee County	\$93,858.70
Chickasaw	\$24,839.72
Childersburg	\$29,794.26
Chilton County	\$202,763.10
Choctaw County	\$38,731.02
Clanton	\$51,987.21
Clarke County	\$73,956.05
Clay County	\$50,998.11
Cleburne County	\$63,185.29
Cleveland	\$3,926.26
Coffee County	\$96,028.01
Colbert County	\$98,059.58
Columbiana	\$15,420.21
Conecuh County	\$47,570.32
Coosa County	\$37,509.05
Cordova	\$29,453.65
Covington County	\$140,728.69
Crenshaw County	\$44,278.13
Cullman	\$165,685.59
Cullman County	\$276,204.00
Dadeville	\$7,448.16
Dale County	\$74,906.03
Daleville	\$23,877.29
Dallas County	\$63,703.47
Daphne	\$98,956.19
Dauphin Island	\$14,205.36
De Kalb County	\$123,378.62
Decatur	\$580,158.10
Demopolis	\$45,070.49
Dora	\$28,459.17
Dothan	\$335,804.06
Double Springs	\$24,716.90
Douglas	\$299.60

**Exhibit A
LLG Allocations**

East Brewton	\$8,182.63
<i>Elmore County</i>	\$171,381.18
Enterprise	\$102,392.62
<i>Escambia County</i>	\$200,696.94
<i>Etowah County</i>	\$316,696.89
Eufaula	\$65,476.72
Evergreen	\$12,766.38
Fairfield	\$36,032.11
Fairhope	\$68,768.24
Faunsdale	\$84.90
<i>Fayette County</i>	\$42,739.55
Fayette	\$24,277.50
Florence	\$274,645.46
Foley	\$105,927.35
Fort Deposit	\$1,589.45
Fort Payne	\$179,281.91
<i>Franklin County</i>	\$88,724.29
Fultondale	\$29,353.16
Gadsden	\$257,640.61
Geneva	\$20,447.57
<i>Geneva County</i>	\$67,970.36
Georgiana	\$5,646.66
Geraldine	\$3,391.55
Gilbertown	\$620.79
Grant	\$5,243.07
Graysville	\$11,345.66
<i>Greene County</i>	\$21,724.43
Greensboro	\$7,686.26
Greenville	\$52,709.99
Guin	\$7,808.71
Gulf Shores	\$150,253.65
Guntersville	\$78,286.42
Gurley	\$2,315.07
<i>Hale County</i>	\$40,622.24
Haleyville	\$43,919.34
Hamilton	\$27,818.56
Hammondville	\$1,510.11
Hartselle	\$19,583.57
Headland	\$19,338.34
Helena	\$42,935.27

Exhibit A
LLG Allocations

Henagar	\$10,570.76
Henry County	\$25,053.95
Homewood	\$123,207.69
Hoover	\$436,822.98
Houston County	\$172,076.05
Hueytown	\$59,887.97
Huntsville	\$982,235.42
Irondale	\$53,479.73
Jackson County	\$48,687.34
Jacksonville	\$77,027.47
Jasper	\$434,211.78
Jefferson County	\$1,696,349.99
Killen	\$5,645.96
Lamar County	\$50,142.11
Lanett	\$39,423.08
Lauderdale County	\$147,401.34
Lawrence County	\$139,697.71
Leeds	\$46,175.01
Leesburg	\$5,909.48
Leighton	\$1,739.22
Level Plains	\$1,079.80
Limestone County	\$179,215.72
Lincoln	\$56,874.17
Linden	\$5,291.31
Locust Fork	\$1,203.67
Louisville	\$1,426.55
Lowndes County	\$21,379.00
Loxley	\$12,668.69
Luverne	\$4,719.19
Macon County	\$42,033.61
Madison County	\$404,201.48
Madison	\$145,026.61
Marengo County	\$15,338.19
Marion	\$7,253.92
Marion County	\$68,672.13
Marshall County	\$228,414.30
McKenzie	\$1,356.86
Midfield	\$119.88
Millbrook	\$76,240.40
Mobile	\$994,060.76

Exhibit A
LLG Allocations

<i>Mobile County</i>	\$850,120.00
<i>Monroe County</i>	\$57,981.56
Monroeville	\$32,707.10
Montgomery	\$547,380.25
<i>Montgomery County</i>	\$301,933.10
Moody	\$11,151.44
<i>Morgan County</i>	\$96,628.31
Moulton	\$41,720.61
Mountain Brook	\$109,808.89
Munford	\$7,446.87
Muscle Shoals	\$82,627.69
Nauvoo	\$5,760.99
New Hope	\$4,028.23
Northport	\$130,639.09
Oakman	\$12,904.29
Oneonta	\$83,282.45
Opelika	\$165,262.57
Opp	\$28,536.18
Orange Beach	\$90,600.60
Oxford	\$108,529.23
Ozark	\$90,855.35
Parrish	\$35,992.50
Pelham	\$211,706.96
Pell City	\$136,880.34
<i>Perry County</i>	\$15,670.22
Phenix City	\$192,784.61
<i>Pickens County</i>	\$88,275.86
Piedmont	\$44,192.61
<i>Pike County</i>	\$9,152.18
Pleasant Grove	\$15,918.17
Powell	\$1,633.88
Prattville	\$185,814.68
Priceville	\$3,750.36
Prichard	\$33,890.72
Ragland	\$4,680.84
Rainbow City	\$41,455.84
Rainsville	\$57,953.47
<i>Randolph County</i>	\$54,662.44
Red Bay	\$19,325.28
Roanoke	\$33,595.84

Exhibit A
LLG Allocations

Robertsdale	\$26,377.70
Rockford	\$1,812.82
Russell County	\$52,474.14
Russellville	\$97,602.38
Saraland	\$76,529.28
Satsuma	\$19,281.12
Scottsboro	\$204,368.55
Selma	\$81,294.34
Semmes	\$12,937.03
Sheffield	\$49,567.77
Shelby County	\$504,343.03
Sipsey	\$11,576.61
Slocomb	\$13,625.52
Spanish Fort	\$9,053.94
Springville	\$17,805.58
St Clair County	\$319,654.22
Sumiton	\$71,634.58
Summerdale	\$7,546.76
Sumter County	\$36,385.30
Sweet Water	\$92.40
Sylacauga	\$71,096.54
Talladega	\$70,284.27
Talladega County	\$158,878.87
Tallapoosa County	\$59,966.01
Tarrant	\$28,334.18
Thomasville	\$27,264.84
Troy	\$101,093.87
Trussville	\$75,297.94
Tuscaloosa	\$600,958.31
Tuscaloosa County	\$311,835.57
Tuscumbia	\$25,970.39
Tuskegee	\$28,270.81
Union Springs	\$13,030.78
Uniontown	\$5,588.53
Vance	\$2,965.74
Vernon	\$9,766.07
Vestavia Hills	\$94,971.75
Walker County	\$450,773.51
Washington County	\$49,692.32
Weaver	\$13,020.72

Exhibit A
LLG Allocations

West Blocton	\$12,457.51
Wetumpka	\$51,129.76
<i>Wilcox County</i>	\$27,075.63
Winfield	\$58,591.68
Woodville	\$142.07
Yellow Bluff	\$902.64

Exhibit B
LGPHE Allocations
Janssen-Alabama
Litigating Local Governments &
Litigating Local Governmental Public Health Entities
Special Master Report

\$6,198,800.48	
Litigating Governmental Public Health Entities	Net Allocation to LGPHE
Bibb County Healthcare Authority d/b/a Bibb Medical Center	\$161,658.60
Dale County Healthcare Authority d/b/a Dale Medical Center	\$92,228.31
DCH Health Care Authority (Tuscaloosa) (d/b/a DCH Regional Medical Center and Northport Medical Center	\$627,981.50
Escambia County Health Care Authority d/b/a D.W. McMillan Memorial Hospital and Atmore Community Hospital	\$47,668.56
Geneva County Health Care Authority d/b/a Wiregrass Medical Center	\$150,259.60
Health Care Authority of Clarke County d/b/a Grove Hill Memorial Hospital	\$31,088.19
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center East (Montgomery)	\$190,674.25
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Baptist Medical Center South (Montgomery)	\$401,037.69
Healthcare Authority for Baptist Health, an affiliate of UAB Health System d/b/a Prattville Baptist Hospital	\$56,995.02
Lakeland Community Hospital HCA Winston County	\$60,103.84
Medical West Hospital Authority (UAB)	\$256,995.73
Monroe County Health Care Authority d/b/a Monroe County Hospital	\$50,777.38
Sylacauga Health Care Authority d/b/a Coosa Valley Medical Center	\$147,150.78
Greene County Health System	\$95,337.12
Tombigbee Health Care Authority d/b/a Brian W. Whitfield Memorial Hospital	\$63,212.66
Attentus Mouton, LLC d/b/a Lawrence Medical Center (Lawrence County Health Care Authority)	\$43,560.36
Cullman Regional Medical Center, Inc. (Healthcare Authority of Cullman County)	\$134,733.19

Exhibit B
LGPHE Allocations

Decatur Morgan Hospital-Parkway (Health Care Authority of the City of Huntsville)	\$121,563.78
Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital	\$934,015.06
HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (Healthcare Authority of the City of Huntsville)	\$66,860.08
HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital Decatur	\$334,300.40
HH Health Systems-Shoals LLC d/b/a Hellen Keller Hospital (Healthcare Authority of the City of Huntsville)	\$174,241.42
HH Health Systems-Shoals, LLC d/b/a Red Bay Hospital (Healthcare Authority of the City of Huntsville)	\$25,325.79
Jackson County Healthcare Authority	\$96,237.99
Marshall County Health Care Authority	\$91,172.84
Marshall County Health Care Authority	\$197,541.15
Jefferson County Board of Health	\$950,284.34
Mobile County Board of Health	\$595,794.85



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November 16, 2022

Opioid Litigation Update

Please be advised that the State of Alabama has settled its opioid litigation against one of the Distributor/Retailer Defendants, Wal-Mart. The total value of the settlement with Wal-Mart is \$44.2 Million, most of which will go directly to Alabama’s local governments and public health entities. Please see the attached News Release from the Attorney General’s office for additional information about this settlement.

As always, if you have any questions or concerns, please do not hesitate to give us a call.

Sincerely,

Matt Conn

MC/tm

Enclosures:

(1) Attorney General News Release

cc:

Jeff Friedman

Brian. Kilgus@mednet.org/h E. 39 →

NEWS RELEASE

FOR IMMEDIATE RELEASE
November 7, 2022

Steve Marshall
Alabama Attorney General



For press inquiries only, contact:
Mike Lewis (334) 353-2199
Cameron Mixon (334) 242-7491

Page 1 of 1

Attorney General Steve Marshall Reaches \$44 Million Agreement with Walmart to Fund Opioid Abatement Statewide

(MONTGOMERY)—Attorney General Steve Marshall today announced a \$44 million statewide agreement with Walmart to fund opioid abatement in Alabama’s cities and counties. This is the fifth settlement negotiated by the Attorney General to meaningfully address the opioid crisis in Alabama and comes with the promptest payout for local governments.

Attorney General Marshall remarked, “Many of Alabama’s cities and counties have been pummeled by an epidemic that began with prescription opioids and has intensified to illicit opioids like heroin and fentanyl. In fact, this year, fentanyl and other opioids were recorded as the number one greatest drug threat in the State of Alabama. The agreement we have reached with Walmart will accelerate another funding stream to our locals, providing immediate aid to their fight against addiction and overdose.”

According to the terms of the agreement, Walmart will pay \$35.7 million dollars to Alabama’s local governments for the purpose of opioid abatement, while three million dollars will be dedicated to improving the connectivity and integration of Alabama’s local court systems.

“I am especially pleased that Walmart has agreed to fund technological improvements for our local courts. Our district and circuit courts have borne a great share of the burden of navigating this epidemic. After conversations with judges in some of the hardest-hit areas of our state, I was determined to recover funding for this effort. Fortunately, Walmart recognized the lasting value of what we are trying to build.”

The total value of the agreement is \$44.2 million, less \$5.5 million for attorneys’ fees. The State of Alabama was not a plaintiff in the case against Walmart; rather, the Attorney General negotiated the statewide deal on behalf of local entities, many of which sued Walmart.

To date, Attorney General Marshall has sued seven opioid-related defendants and has finalized settlements valued at more than \$300 million for the state and its local governments to combat the scourge of opioids across Alabama.

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