



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
November 13, 2023

AGENDA NO. 2023-21-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Huey Hudson, Restoration Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-20-RG, dated October 23, 2023

B. Minutes No. 2023-11-WS, dated October 18, 2023

7. PRESENTATIONS AND AWARDS

A. Proclamation Interfaith Day Of Prayer

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. **Resolution No. 2023-339-R:** Approving an annual appropriation agreement with The Enrichment Center for FY 2024 in the amount of \$20,000 (to be paid from General Operating account)

- C. **Resolution No. 2023-340-R:** Approving an annual appropriation agreement with Partnership For A Drug-Free Community for FY 2024 in the amount of \$20,000 (to be paid from General Operating account)
- D. **Resolution No. 2023-341-R:** Approving an annual appropriation agreement with National Children's Advocacy Center for FY 2024 in the amount of \$30,000 (to be paid from General Operating account)
- E. **Resolution No. 2023-342-R:** approving an annual appropriation agreement with Madison Arts Council for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)
- F. **Resolution No. 2023-343-R:** Approving an annual appropriation agreement with the Huntsville Hospital Foundation for FY 2024 in the amount of \$7,500 (to be paid from General Operating account)
- G. **Resolution No. 2023-380-R:** Authorizing an agreement with Cook's Pest Control for termite control services at 228 Mose Chapel Road in the amount of \$516 annually (to be paid from Facilities & Grounds Department budget)
- H. **Resolution No. 2023-382-R:** Acceptance of final settlement from Alabama Municipal Insurance Corporation on Claim No. 060411AK for loss which occurred on August 12, 2023, to 2017 Fire Truck (\$13,899.28 to be deposited into General Operating account)
- I. **Resolution No. 2023-383-R:** Providing for the disposition of personal property of negligible value, formerly used by the Fire Department, via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances
- J. **Resolution No. 2023-387-R:** Providing for the disposition of personal property of negligible value, formerly used by the Finance Department (Whirlpool Refrigerator), via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances
- K. Authorization to increase Purchase Order from \$15,000 to \$19,341.26 for Slaughter & Associates for redistricting of council districts due to additional work to create a third redistricting plan (to be paid from Planning Department budget)
- L. Authorization of Final Payment to Carcel & G Construction in the amount of \$261,388.72 for work completed on CIP Project #18-022 Hughes Rd Widening through 10/30/2023 per Bid # 2019-010-ITB (to be paid from 2018-C G.O. Bond)
- M. Authorization for the Planning Department to solicit bids for the first phase of the Wayfinding Signage project
- N. Acceptance of a check from Madison Street Festival in the amount of \$780.67 for the usage of MARS buses (to be deposited into the Recreation Department Salary Account).
- O. Acceptance of Community Service Grant from Senator Tom Butler in the amount of \$10,000 (to be deposited into Fire Donation account)
- P. Acceptance of Senior Center Donation from M. Flurer for \$25.00
- Q. Acceptance of State of Alabama Community - ADECA Grant from State of Alabama in the amount of \$500,000 (to be deposited into the Community ADECA Account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Resolution No. 2023-347-R:** Authorizing purchase of Hexagon Fitness Center in the amount of \$4,419,000 total purchase price payable over 5 years of installment payments (to be paid from Fund 71)

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

- A. Appointment of Brenda Matthews to Place 3 of the Madison Station Historic Preservation Commission with a term expiration of October 27, 2027
- B. Appointment of Cindi Sanderson, Chair to Place 5 of the Madison Station Historic Preservation Commission with a term expiration of October 27, 2027
- C. Appointment of Cindy Sensenberger Place 6 of the Madison Station Historic Preservation Commission with a term expiration of October 27, 2027

12. PUBLIC HEARINGS

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

- A. **Proposed Ordinance No. 2023-319:** Rezoning certain property owned by Philimond S. Smith, consisting of approximately one acre located at 312 Palmer Road, from M-2 (General Industrial) to M-1 (Restricted Industrial) District (First Reading 10/09/2023)
- B. **Proposed Ordinance No. 2023-321:** Rezoning certain property owned by Fusion Reality, LLC, consisting of approximately 5.5 acres located at 13 Pension Row (north of Palmer Road and west of Pension Row), from AG (Agriculture) to R-1B (First Reading 10/09/2023)
- C. **Proposed Ordinance No. 2023-323:** Amending Sections 4-16-2 and 4-16-4 of the Zoning Ordinance pertaining to the allowance of medical office and childcare centers in the UC (Urban Center) District (First Reading 10/09/2023)
- D. **Resolution No. 2023-373-R:** Request for a Restaurant Retail Liquor License from BBB Smokeys LLC, doing business as Big Bad Breakfast, for their location at 8071 Highway 72 W Madison, AL 35758

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2023-351-R:** Acceptance of The Everstead (180 Hughes Road) into the City of Madison Maintenance Program
- B. **Resolution No. 2023-370-R:** Authorizing a Professional Services Agreement with TNB Construction & Concrete for the construction of ADA compliance sidewalk ramps in Home Place Subdivision | Project No. 22-029, in an amount not to exceed \$28,450.00 (to be paid from the Engineering Department Budget)

- C. **Resolution No. 2023-381-R:** Authorizing an agreement with Shoals Electric in the amount of \$15,900 for replacement of upright traffic signal pole for Hardiman Road at County Line Road intersection (to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

- A. **Resolution No. 2023-374-R:** Authorizing a Professional Services Agreement with Nola | Van Peursem Architects for the Public Safety Annex (estimated \$416,000 to be paid from General Capital Improvement Fund #38)
- B. **Resolution No. 2023-385-R:** Authorizing an amendment to a contract with Lee Company for HVAC maintenance to include Sunshine Oaks and Palmer Park (additional \$4,692 to be paid from Facilities & Grounds Department budget)

HUMAN RESOURCES

- A. **Proposed Ordinance No. 2023-377:** Amending Personnel Policies and Procedures of the City of Madison, Section 11: Attendance and Leave (First Reading, Request to Suspend the Rules for Immediate Consideration)

LEGAL

- A. **Proposed Ordinance No. 2023-375:** Amending the period of time that a noise permit may be filed from 15 days to 72 hours prior to event (First Reading)
- B. **Proposed Ordinance No. 2023-384:** Authorizing the conveyance of certain property owned by the Water & Wastewater Board of the City of Madison (First Reading - request suspension of the rules)

PLANNING

- A. **Proposed Ordinance No. 2023-378:** Vacation of utility and drainage easement located at 110 Tom Thrasher Lane within Lot 2A of a Resubdivision of Lot 2 of Cleghorn Park Subdivision (First Reading - request suspension of the rules)

POLICE

- A. **Resolution No. 2023-308-R:** Authorizing the retirement of Madison Police Department K-9 Bruno and the transfer of ownership from the City of Madison to Officer Adam Lawson
- B. **Resolution No. 2023-372-R:** Authorizing an agreement with the North Alabama Highway Safety Office for traffic safety grant funds
- C. **Proposed Ordinance No. 2023-379:** Amendment to City Code repealing provisions requiring police officers to place, monitor and remove humane animal traps (First Reading)

RECREATION

- A. **Resolution No. 2023-376-R:** Authorizing a Facility Use Agreement with the Veterans of Foreign Wars Post 5162 for meeting room space

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2023-20-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
October 23, 2023**

The Madison City Council met in regular session on Monday, October 23, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Deborah Timmons from Asbury Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, Police Chief Johnny Gandy, Director of Parks & Recreation Kory Alfred, Police Captain Mike Allen, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, John Merrill, M. Vantassel Trident Security, Roderick Perry Trident Security, Bernadette Mayer, Larry Vannoy

REORGANIZATION OF COUNCIL

City Clerk Lisa Thomas opened the floor for nominations for Council President. Council Member Shaw nominated Council Member Bartlett. With no other nominations, the nominations were closed, and Council Member Bartlett was appointed President by acclamation.

Council President Bartlett opened the floor for nominations for President Pro Temp. Council Member Powell nominated Council Member Seifert. With no other nominations, the nominations were closed, and Council Member Seifert was appointed President Pro Temp by acclamation.

Council President Bartlett opened the floor for appointment for the finance chair. Council President Bartlett appointed and nominated Council Member Spears. With no other nominations, the nominations were closed, and Council Member Spears was appointed by acclamation as the chair of the finance committee.

In addition, Council President Bartlett appointed Council Member Powell and Council Member Shaw to the finance committee. With no other nominations, the nominations were closed, and Council Member Powell and Council Member Shaw along with Council Member Spears were appointed to the finance committee.

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2023-19-RG DATED OCTOBER 9, 2023

Council Member Shaw moved to approve Minutes No. 2023-19-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION BY AMERICAN LEGION POST 229-INTRODUCTION OF 2023 GIRLS AND BOYS STATE ATTENDEES

Commander Larry Vannoy and Vice Commander Jean Downs with American Legion Post 229 gave a brief background of the American Legion Boys State and Boys Nation Programs. The Boys State attendees recognized this evening were:

- Drew Crocker-Bob Jones High School
- Landen Waider-James Clemens High School

The American Legion also sponsors a program for young women called Girls State. The Girls State attendees recognized this evening were:

- Finley Koswoski-James Clemens High School
- Ashlyn Diehl- James Clemens High School
- Lynndie Kirby- Bob Jones High School

A round of applause was given. Mayor Finley thanked Commander Larry Vannoy for the presentation and congratulated the students on their achievements.

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.*

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Time limit on public comments
- Trident Security discussions
- Objection to Madison Visionary Partners
- Request for sidewalk extension on Eastview.
- Traffic light request on Slaughter Road at Heather wood and Maple Valley Drive intersection

JENNIFER COE (DISTRICT 5)

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

- Trident Security contract concerns
- Fire station in Town Madison land concerns
- Madison Visionary Partners and their partnership with the city

MARGI DALY (DISTRICT 6)

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

- The Animal Shelter proposal should include grass for the canines
- Trident security contract concerns
- MARF donations
- Unsafe streetlights in neighborhoods
- Streets that need to be repaved concerns

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,279,397.56
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1/2 Cent Capital Replacement	\$147,639.58
Gasoline Tax & Petroleum Inspection fees	\$68,006.22
TVA Tax	\$2,888.91
CIP Bond Accounts	\$190,187.39
Library Building Fund	\$88,736.31
Water Distribution and Storage	\$1,100.00
Fire CPR	\$338.30

Regular and periodic bills to be paid:

Authorization of payment to CDG Engineers & Associates Inc. in the amount of \$7,827.50 for Professional Services through September 26, 2023, performed on Project No 23-008 County Line Road and Royal Drive Extension (to be paid from Fund 38)

Authorization of payment (Draw #3) to Enfinger Development, Inc. in the amount of \$224,634.62 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)

Resolution No. 2023-312-R: Approving an annual appropriation agreement with Madison Animal Rescue Foundation for FY 2024 in the amount of \$15,000 (to be paid from General Operating account)

Resolution No. 2023-331-R: Declaring duty weapon issued to Animal Control Officer Don Koch as surplus and authorizing it be given to him upon his retirement.

Resolution No. 2023-333-R: Approving an annual appropriation agreement with the Huntsville-Madison County Emergency Management Agency for FY 2024 in the amount of \$76,910 (to be paid from General Operating account)

Resolution No. 2023-335-R: Approving an annual appropriation agreement with the Madison Chamber of Commerce for FY 2024 in the amount of \$90,000 (to be paid from General Operating account)

Resolution No. 2023-336-R: Approving an annual appropriation agreement with Crisis Services of North Alabama for FY 2024 in the amount of \$15,000 (to be paid from General Operating account)

Resolution No. 2023-337-R: Approving an annual appropriation agreement with Wellstone, Inc for FY 2024 in the amount of \$45,000 (to be paid from General Operating account)

Resolution No. 2023-349-R: Acceptance of Alabama Municipal Insurance Corporation Settlement Claim No. 059436 for supplement on collision damage to a Police vehicle

which occurred on March 3, 2023, in the amount of \$306.41 (This is final payment for claim.) Res No. 2023-213-R approved deposit on 06/27/23.

Resolution No. 2023-369-R: Declaring certain property formerly used by the Finance Department (office furniture and equipment) as surplus and of negligible value. Authorizing the disposal of said property via online auction through Gov deals website, pursuant to Section 16-108 of the Code of Ordinances.

Approval to accept donation from L. Tucker in the amount of \$30.00 (to be deposited into Senior Center Donation account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY

RESOLUTION NO. 2023-328-R: AUTHORIZING AN AGREEMENT WITH TRIDENT SECURITY SOLUTIONS, LLC. FOR CITY HALL SECURITY GUARD SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000 FOR A ONE-YEAR TERM (TO BE PAID FROM FACILITIES & GROUNDS DEPARTMENT BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2023-328-R. Council Member Spears seconded. Mayor Finley explained the reasoning for the lack of the available contract within the Trident Security agreement package. He reiterated that the justification was for the safety of City Hall. The vote was taken and recorded as follows:

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

Motion carried.

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

- Reminded everyone that the Bob Jones parade is Thursday at 5:30

- Thanked Public Works, Police and Fire for assisting with the upcoming parade

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Wearing Madison Fire and Rescue Shirt for Breast Cancer Awareness in October
- Breast Cancer Awareness shirts pink or blue (short sleeve \$10, long sleeve \$15, money goes to Breast Cancer Awareness in Madison County)
- Attended Hudson Alpha "Tie the Ribbon" celebration, commended Dr. Mary Claire King and the many lives she's saved.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Applauded the "Tie the Ribbon" luncheon.
- Reminded everyone that the screenings for cancer are free for 28- to 30-year-olds in Madison, Limestone and Marshall County.
- Explained the process for cancer screening for ages outside of the 28- 30-year-old mark

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Shared that Halloween is being held in Downtown Madison on October 31st at 5:30

COUNCIL DISTRICT NO. 4 GREG SHAW

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

No business to report

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION NO. 2023-371-R: AUTHORIZING THE VIDEO RECORDING AND ARCHIVING OF THE OCTOBER 18, 2023, CITY COUNCIL WORK SESSION

Council Member Wroblewski moved to approve Resolution No. 2023-371-R. Council Member Spears seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Ranae Bartlett	Aye
Council Member Teddy Powell	Aye
Council Member Greg Shaw	Aye

Council Member Karen Denzine
Council Member John Seifert

Absent
Aye

Motion carried.

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

- Reminded everyone that the Police Citizens Advisory Committee meets tomorrow at 6 p.m. at Madison Library, presentation by AshaKiran
- Shared that Lemon and Lavender opened up in Downtown, Madison, and is fantastic

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Absent

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Thanked Parks and Rec for their hard work on making sure there is available court space for the upcoming basketball season

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

RESOLUTION NO. 2023-277-R: VACATING A PORTION OF GRIGGS ROAD AND CONCORD DRIVE UNIMPROVED RIGHT-OF WAY

Director of Development Services Mary Beth Broeren shared that the resolution is to vacate approximately 1.51 acres of unimproved right of way extension on Griggs Road and Concord Drive. She stated that the acreage is located east of Hughes Road near Thomas Drive. Director of Development Mary Beth Broeren shared that the city has possessed the right of way since the 60's. She shared that the city had no use for it or needed it.

Director of Development Mary Beth Broeren stated that the portion is rocky and steep. She expressed that the family requesting the right-of-way expressed interest in plans of building a family home. Ms. Margi Daily appeared before the Council and shared her concerns regarding the resolution.

Director of Development Services Mary Beth Broeren clarified that the right-of-way was donated for the extension of a street not draining purposes. She stated that the three properties that are owned by the same entity total 12.3 acres. The property at the Northwest corner is 2.2 acres.

The Director of Development Services Mary Beth Broeren enlightened Council that the family had come in prior and met with the city and indicated the intent was to build a family home and Director of Services Mary Beth Broeren stated there isn't any reason to doubt their word due to their consistency. There being no further comments from the public, Council President Bartlett closed the floor and entertained a motion from Council.

Council Member Shaw moved to approve Resolution No. 2023-277-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2023-344-R: AUTHORIZING THE RENEWAL OF AN AGREEMENT FOR STREET SWEEPING SERVICES WITH SWEEP AMERICA (\$67,424.04 TO BE PAID FROM STORMWATER FUND)

Council Member Powell moved to approve Resolution No. 2023-344-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-352-R: AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, FOR CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES ON PROJECT 19-047 | WALL TRIANA HIGHWAY FROM GRAPHICS DRIVE TO I-565 (ATRIP ATRIP2-45-2020-327) IN AN AMOUNT NOT TO EXCEED \$35,288.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-352-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

RESOLUTION NO. 2023-272-R: APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MADISON AND LENNAR HOMES FOR THE BRADFORD STATION DEVELOPMENT PROJECT

Council Member Powell moved to approve Resolution No. 2023-272-R. Council Member Seifert seconded. Council Member Spears asked for clarification pertaining to the agreement. She asked if the agreement was the same just with different time constrictions. Director of Services Mary Beth Broeren stated that that one of the requirements that needs to be completed beforehand is constructing the Greenway. She shared that the plans are two comments away from being finalized.

Director of Development Mary Beth Broeren shared that the development agreement states that if the railroad states it technically infeasible to put the trail underneath the railroad, then the developer is off the hook due to the holding of something that the railroad will not allow. She shared that as of now the developers are complying, however there is a possibility Norfolk Southern will not agree with this component.

Director of Development Services Mary Beth Broeren pointed out that the city is trying to buy an additional year to effectively incorporate some type of agreement. Mayor Finley clarified that some things are going to be handled before time which will be a big help from a transportation standpoint for the buses.

Mayor Finley also added that the city will continue to find solutions to getting underneath the underpass. Council Member Wroblewski asked if it was possible for an overpass instead of underpass. Director of Services Mary Beth Broeren replied that it's more expensive and less feasible due to great differential on either side of the railroad. Director of Services Mary Beth Broeren shared that there has been preliminary talk that the crossings need to be at a different location. She shared that one possibility is to build a bridge across the creek on the project side of the creek and extend the greenway west. She also shared that both

Breland company and Lennar have met the development agreement obligations. Director of Development Mary Beth Broeren stated that it's a good solution to allow more time while getting an infrastructure piece that's very important for the project. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-313: ADOPTING NEW LEGAL DESCRIPTIONS FOR THE COUNCIL DISTRICTS OF THE CITY OF MADISON, ALABAMA (FIRST READING 10/9/2023)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2023-313: Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member Seifert asked for clarification from Mayor Finley on the date the redistricting will take place. Mayor Finley stated that all districts will remain the same until the first week in November 2025 when the new Council takes over.

RECREATION

RESOLUTION NO. 2023-346-R: AUTHORIZING AN AGREEMENT FOR INSTALLATION OF CRICKET FIELD (NO COST TO CITY)

Council Member Wroblewski moved to approve Resolution No. 2023-346-R: Council Member Seifert seconded. Council Member Wroblewski asked for clarification on field 7. Director of Parks and Recreation Kory Alfred shared that it's not field 7. It's the front area of Palmer beside field 7. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member John Seifert	Aye
Council Member Ranae Bartlett	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye

Council Member Greg Shaw
Council Member Karen Denzine

Aye
Absent

Motion carried.

RESOLUTION NO. 2023-348-R: AWARD BID FOR PROJECT 2023-009-ITB, HEXAGON BALLFIELD FENCE INSTALLATION TO HOWELL FENCING, IN THE AMOUNT OF \$231,681.84 (TO BE PAID FROM CAPITAL FUND - 2951)

Council Member Shaw moved to approve Resolution No. 2023-348-R: Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Mayor Finley shared that the pickleball courts at Hexagon are done. He stated that a ribbon cutting will be set up at the end of this week or the beginning of next week.

ADJOURNMENT

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

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

Motion carried.

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

Minutes No. 2023-20-RG, dated October 23, 2023, read, approved, and adopted this 13th day of November 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary



**MINUTES NO. 2023-11-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
October 18, 2023**

The Madison City Council met for a public work session on Monday, October 18, 2023, at 6:30 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 6:30 p.m. by Council President Ranae Bartlett.

The following Council Members were in attendance:

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, City Administrator Steve Smith, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, Facilities Director Gerald Smith.

FIRE STATION PLAN FOR TOWN MADISON AREA

Mayor Finley presented a slide presentation of modifications of building 23A within the Hexagon area to accommodate the requirements for Fire Station #4 and Police functions amending budget costs to obtain these needs.

- Fire Department to house extra vehicles in the bays at Celtic Drive Facility
- Adding a driveway and (2) bays with a breezeway in-between non-connecting roof lines to minimize costs.
- Interior of 23A Public Safety Annex Office
 - Fire Station #4 bays and internal living quarters have a combined square footage of 5,400 that is about the same size as Fire Station #3 meeting the criteria to build the Fire Station
 - Joint training center for Fire/Police
 - Storage areas
 - Facilities Department
 - Madison Fire and Rescue consist of:

- ✓ Sleeping quarters for 6-10 operational firefighters
- ✓ New bays
- ✓ Fire Marshal Division
- ✓ Office space
- ✓ Hydrant Maintenance
- ✓ Training and Safety Division
- ✓ EMS Division
- ✓ City Emergency Management Safety Officer Division
- Madison Police Department consist of:
 - ✓ Investigations
 - ✓ Special Operations
 - ✓ Professional Standards
 - ✓ Secure Evidence Room
- Exterior parking spaces

Council Member Powell questioned if there will be a storm shelter. Facilities Director Gerald Smith answered when building a fire station or a police precinct a storm shelter type is required according to the architect whether it will be inside the building or external. The city might qualify for funding from FEMA if located externally and the shelter is large enough to provide for the community as well. Facilities Director Gerald Smith also stated provisions were made in the budget for ADA compliance restrooms and showers in the fire station and police department.

Council President Bartlett requested clarity of response times for the location and meeting the insurance requirements. Mayor Finley and Fire Chief Bailey concurred after analysis conducted all areas have coverage other than immediate backside of Edgewater. Fire Chief Bailey stated moving from Celtic provides better coverage for all of Town Madison and same coverage heading west on Madison Boulevard. Council President Bartlett questioned about the joint training center. Fire Chief Bailey explained the 100-person classroom can also be utilized for conferences and have the flexibility for two classrooms with a folding bifold wall to separate the room for joint training.

Council President Bartlett asked time frame to build. Facilities Director Gerald Smith provided the following:

- Fire Station 18 – 24 months from current date
- Office areas replacing HVAC units 8-10 months
- Renovations of fire/police offices 10-12 months maximum
- Construction drawings from architect in 90 days from sign of contract

Mayor Finley stated this also correlates with the changes at City Hall. Facilities Director Gerald Smith explained HVAC units and the logistics of the separate quadrants within the building for heating/cooling purposes. Fire Chief Bailey added the architectural design would also be made for future expansion if needed. Mayor Finley thanked everyone involved with the process and move forward on it.

PURCHASE OF HEXAGON FITNESS CENTER BUILDING AND PARKING LOT

Mayor Finley provided a picture of the twelve pickleball courts and a ribbon cutting ceremony will be scheduled soon. Currently the purchase for the fire/police side and the

pickleball courts is approximately 13 acres, and the wellness center and front parking lot also added to a total of 17 acres. Hexagon corporate offices agreed to sell quickly to the city as their first option, appraisal was \$4.45 million. Schematic drawings provided to council shows space of 27,000 sq ft. consisting of:

- Front two rooms – Fitness equipment
- Back right room – Workout room/Jazzercise with wood floors/mirrors
- Locker rooms in the middle
- Gym
- Covered back porch

Mayor Finley stated Hexagon will ask for the appraised price, 10% down and pay interest free for 5 years. Consulting with Finance Director Roger Bellomy and Parks and Recreation Director Kory Alfred, \$450,000 would come from the Parks & Recreation budget for the initial payment this year. Finance Director Roger Bellomy to pay the remainder of the 5 years at \$800,000 a year from the 71-bond fund. This is beneficial for the growth of the city for the gym space utilized for middle and high schools along with adult programs, eventually joint partnering with schools if needed to build a pool. Council Member Wroblewski liked the fencing around each pickleball court.

Council further discussed these topics of concern:

- Partnering and funding from schools
- Offering citizens, a fee base for facility use
- Continue progress and improvements for Dublin and Palmer Parks
- Great opportunity to build a pool for the swimming community-swim meets and events
- Facility is walk in ready
- Funds for IT to update technology systems to conform with City Hall

Council Member Powell asked about maintenance of the building, specifically the HVAC units. Facilities Director Gerald Smith replied that all the units are 20 years old but in good condition providing a cost estimate for replacement. Budget costs for annual maintenance could be provided to the council. Building 23A has 14 rooftop units, 3 were replaced two years ago and the remaining 11 are inoperable and are 40 years old. Council President Bartlett asked if the Hexagon fitness building has been inspected. Facilities Director Gerald Smith advised it has by the city building inspectors. Council Members will arrange to have a tour of the facility.

ANIMAL SHELTER

Council Member Wroblewski thanked the Mayor's Office for the opportunity to see the old fire station stating conditions are unfeasible to consider an animal shelter. Picture slides were presented of the current animal shelter next to city hall and the proximity from the newly developed Everstead housing being built. Council Member Wroblewski is concerned when residents begin to move in, there will be complaints of dogs barking. Pointing out the conditions inside the current animal shelter, she believes the city could do better to provide Animal Control Officers with a much better workspace and is requesting council to consider future possibilities of various locations to plan for.

Mayor Finley agreed with certain aspects of her request providing his advice and suggestions of possible locations along with funding that could be achievable.

Further discussion on the location of city owned property specifically Sullivan Rd were asked for the possibility of road expansion. Mayor Finley stated that his office will research their suggestions and provide feedback at future meetings.

MISCELLANEOUS

Council Member Spears stated she has received noise complaints regarding construction at Publix on County Line Rd located right next to residential homes. She was unaware of the noise permit waiver because it is listed for District 4. Citizens are requesting the city review procedures and if possible, to make it better for citizens impacted. Mayor Finley stated this topic was discussed at the last department head meeting and are reviewing the process to make it better.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 5:58 p.m.

Minutes No. 2023-11-WS, dated October 18, 2023, read, approved and adopted this 13th day of November 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor
Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lisa Ritz
Recording Secretary

PROCLAMATION

INTERFAITH DAY OF PRAYER

WHEREAS, the residents of Madison come from diverse backgrounds and faiths, and we celebrate the rich tapestry of cultures and beliefs that make our city vibrant; and

WHEREAS, we recognize the importance of unity, compassion, and understanding in our community, as well as the need for spiritual reflection and connection; and

WHEREAS, the power of prayer is a universal practice that can bring people of all backgrounds together in a spirit of peace, harmony, and goodwill; and

WHEREAS, the leaders and citizens of Madison believe that coming together in prayer can foster a sense of community, promote goodwill, and encourage acts of kindness and service to others; and

WHEREAS, we officially recognize the value of prayer in our city's life and promote the benefits of collective spiritual reflection, and have endorsed the Third Saturday in November as Interfaith Day of Prayer

NOW, THEREFORE,

I, Paul Finley, Mayor of the City of Madison, Alabama do hereby proclaim the day of

NOVEMBER 18, 2023
as
INTERFAITH DAY OF PRAYER

in the City of Madison, Alabama and encourage all residents, regardless of their faiths and beliefs, to set aside time for prayer, meditation, or quiet reflection on this day. Let us join in a spirit of unity and goodwill to pray for peace, understanding, and harmony within our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Madison, Alabama to be affixed, this 13th day of November, 2023.

Paul Finley, Mayor

RESOLUTION NO. 2023-339-R**APPROVING AN AGREEMENT WITH THE ENRICHMENT CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Wellstone, Inc. for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

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

WITNESSETH:

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

WHEREAS, TEC will provide essential services to the City of Madison which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that TEC shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to TEC the sum of twenty thousand dollars and no cents (\$20,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. TEC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, TEC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by TEC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by TEC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

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

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

THE ENRICHMENT CENTER

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of The Enrichment Center is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public



Exhibit A: The Enrichment Center School-Based Therapy Program | Madison City SchoolsFY24

The Enrichment Center will utilize the \$20,000 in funding from the City of Madison to continue providing school-based mental health therapy services to students in Madison City Schools. The funding for FY24 will be used to support the increase in services that has been requested by Madison City Schools Board of Education for the 2023-2024 school year. Additionally, this funding will allow us to ensure all our Enrichment Center team members receive the necessary continuing education required for their licensure.

The Enrichment Center will provide the following services during the 2023-2024 school year:

- Direct evidence-based mental health services for students in all Madison City Schools
 - Bob Jones High School – Full time therapist
 - James Clemens High School – Full time therapist
 - Discovery Middle School – Part time therapist
 - Liberty Middle School – Part time therapist
 - Journey Middle School – Part time therapist (increased support)
 - Columbia Elementary – Part time therapist
 - Heritage Elementary – Part time therapist
 - Horizon Elementary – Part time therapist
 - Madison Elementary - Part time therapist
 - Midtown Elementary – Part time therapist
 - Mill Creek Elementary – Part time therapist
 - Rainbow Elementary – Part time therapist
- Professional development for teachers and administrators in areas of concern
- Presentations to parents regarding mental health issues
- Continuing Education Seminars for 8 Enrichment Center school-based therapists

RESOLUTION NO. 2023-340-R**APPROVING AN AGREEMENT WITH PARTNERSHIP FOR A DRUG-FREE
COMMUNITY FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Partnership for a Drug-Free Community for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **twenty thousand dollars (\$20,000)** for FY 24.

READ, PASSED, AND ADOPTED this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

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COUNTY OF MADISON

AGREEMENT

THIS AGREEMENT IS MADE between the **PARTNERSHIP FOR A DRUG-FREE COMMUNITY** (hereinafter “**Partnership**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that Partnership shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to Partnership the sum of Twenty thousand dollars and no cents (\$20,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. Partnership pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, Partnership agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by Partnership.

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

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

PARTNERSHIP FOR A DRUG-FREE COMMUNITY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Partnership for a Drug-Free Community is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: Paul Finley, Mayor Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

Partnership for a Drug-Free Community (Partnership) is pleased to partner with the City of Madison to continue offering its residents free services that may be life-changing and life saving. Partnership may be providing services to City of Madison residents such as:

Providing peer services and treatment referrals to those with a substance use disorder through the Recovery Resource Hub. For those without insurance, the American Society of Addiction Medicine (ASAM) assessment will be provided to help get Madison residents into state-funded substance use treatment.

Funding will be used to supplement a portion of the salaries of a peer support specialist for the Hub, and up to 50 ASAM assessments.

In addition, funding will be used for program supplies for work with middle and high school students in Madison City Schools through Partnership's Youth Tobacco and Vaping Prevention Program, the Today's Youth, Tomorrow's Leaders program and the Ozzie Opioid Prevention Programs (Ozzie OPPs) for youth in grades 2-12

RESOLUTION NO. 2023-341-R**APPROVING AN AGREEMENT WITH NATIONAL CHILDREN'S ADVOCACY
CENTER FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION
FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with National Children's Advocacy Center for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **thirty thousand dollars (\$30,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

www.pearson.com

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

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

NATIONAL CHILDREN’S ADVOCACY CENTER

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the National Children’s Advocacy Center is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

The National Children's Advocacy Center proposes to utilize the \$30,000 in funding from the City of Madison to provide both direct services to children regarding allegations of abuse, and also to provide child abuse prevention services, to the children and residents of Madison. All of these services are **provided at no charge to the clients involved**.

The National Children's Advocacy Center is proposing to provide the following services to residents in Madison at no cost to these individuals.

- Forensic Interviews of alleged child abuse victims
- Medical Exams of alleged child abuse victims
- Evidence-based mental health services for child victims and caregivers
- Child Abuse Prevention Presentations in Madison City Schools
- Support the ongoing implementation of the Handle With Care program in partnership with Madison Police, Madison Fire, and Madison City Schools
- Child Abuse Prevention Casework
 - Healthy Families
 - Partnership in Parenting
- Free training for Madison City Police Department Personnel involved in the investigation of child abuse

RESOLUTION NO. 2023-342-R**APPROVING AN AGREEMENT WITH MADISON ARTS COUNCIL FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

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

READ, PASSED, AND ADOPTED this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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§

AGREEMENT

THIS AGREEMENT IS MADE between **MADISON ARTS COUNCIL**, a non-profit organization (hereinafter “**MAC**”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that MAC shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to MAC the sum of Seven thousand Five hundred dollars and no cents (\$7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. MAC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MAC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by MAC.

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

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

MADISON ARTS COUNCIL

By: _____

Its: _____

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the Madison Arts Council is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa 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 Thomas, whose names as Mayor and 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 November 2023.

Notary Public

EXHIBIT A

The Madison Arts Council is engaged in the following activities:

- Public Art Initiative including Murals and Sculptures
- Sounds of Summer Concert Series
- Holiday Card Lane
- Madison Public Library Art Exhibits
- Community Art Project at the Madison Street Festival

RESOLUTION NO. 2023-343-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE HOSPITAL
FOUNDATION FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

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

READ, PASSED, AND ADOPTED this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

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

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that HHF shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HHF the sum of Seven thousand Five hundred dollars and no cents (\$7,500.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HHF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HHF agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HHF.

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

HUNTSVILLE HOSPITAL FOUNDATION

Its: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

Huntsville Hospital Foundation has secured funding to provide a facility dog for Madison Hospital through our Canines for Coping program, to work with patients, staff and the Madison community in the following ways:

1. Interact with pediatric/adolescent patients in the ED, especially behavioral health patients
2. Interact with pediatric/adolescent patients scheduled for surgery
3. Interact with Alzheimer's/dementia patients, when appropriate
4. Offer mental health support for hospital staff
5. Serve as a community ambassador for the City of Madison.

Funding from the City of Madison in FY24 will be used towards Canines for Coping program expenses which can include staffing, food, medical care, supplies, marketing materials and any other program needs for the Madison Hospital facility dog.

RESOLUTION NO. 2023-380-R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH COOK'S
PEST CONTROL FOR SERVICES AT 228 MOSE CHAPEL ROAD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Cook's Pest Control, Inc., for services at 228 Mose Chapel Road, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Subterranean Termite Control 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 Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; 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 Cook's Pest Control, 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 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



COOK'S PEST CONTROL

Subterranean Termite Control Agreement - AL/MS Sentricon® System

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

Item G.

DAMAGE REPLACEMENT GUARANTEE

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

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

SERVICE AGREEMENT WITH: City Of Madison Offer expires 30 days after: 10/27/2023

SERVICE INFORMATION

Customer Name: City of Madison

Service Address:
228 Mose Chapel Rd
Madison, AL 35758

Phone Number:

E-mail:

BILLING INFORMATION

Account Number: 169242

Customer Name: City Of Madison

Billing Address:
100 Hughes Rd
Madison, AL 35758-1110

Phone Number: (256) 772-5600

E-mail: ap@madisonal.gov

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. [Cook's]. If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of 516.00 which may be paid in quarterly installments of 129.00 beginning next quarter. These installments are due on the first day of each quarter. After three years, Cooks reserves the right to periodically adjust the annual renewal fee.

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

FINANCE CHARGE

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

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Your payment schedule will be:

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

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

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

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

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

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

Customer Agrees to Pay:

Commercial Sentricon - Commercial District	Price/Visit	Tax	Discount	Total	Visit First Year	Due Now
Com Sentricon - New Owner Reinstatement	\$129.00	0	0	\$129.00	1	\$129.00
TOTAL FOR THIS PROGRAM						

TERMS AND CONDITIONS

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

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

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

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

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

ALTERNATIVE DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

X

Cook's Pest Control, Inc. Representative

Customer or Agent

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

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

I. RENEWABLE PROTECTION

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

II. DAMAGE REPLACEMENT GUARANTEE

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

III. CUSTOMER OBLIGATION

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

IV. CUSTOMER UNDERSTANDS AND AGREES

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

V. 110% MONEY-BACK GUARANTEE

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

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

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

RESOLUTION NO. 2023-382-R**ACCEPTANCE OF SETTLEMENT OFFER ON CLAIM NO. 060411AK FOR FIRE
DEPARTMENT COLLISION DAMAGE**

WHEREAS, on August 12, 2023, which loss of the best knowledge and belief of insured was caused by collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted an insurance payment to the City of Madison in the amount of \$13,899.28.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$14,399.28 with a \$500.00 deductible resulting in a payment to the City in the amount of \$13,899.28 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 13th day of November 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281233
POLICY NUMBER
October 1, 2022
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

060411AK
ADJUSTER FILE NUMBER
060411AK
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

By your policy of insurance above described, you insured: City of Madison (hereinafter called insured) according to the terms and conditions contained therein, including the written portion thereof and all endorsements, transfers and assignments attached thereto, on automobile described as follows:

YEAR	MAKE	MODEL	VEHICLE ID NO.
2017	Emergency	Fire Truck	4ENLABA88H1000926

**DATE OF LOSS
CAUSE**

A loss occurred on the 12th day of August, 2023, about the hour of _____ o'clock A.M., which loss upon the best knowledge and belief of insured was caused by collision.

**LOCATION
OWNERSHIP**

When your policy was issued to the insured, insured was the sole and unconditional owner of the automobile described. No encumbrance of said property existed nor has since been made nor has there been any change in the title, use, location or possession of said automobile except as follows: n/a

**VALUE
(If a total loss)
WHOLE LOSS
DEDUCTIBLE
AMOUNT**

The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$14,399.28
The deductible provision applicable to this loss (\$500.00)

SALVAGE

..... ()

CLAIMED

AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$13,899.28

**IN THE EVENT
OF THEFT**

In the event of claim for loss by theft of the above-described vehicle or its equipment, the claimant does hereby transfer, assign and set over to the insurer, all rights, title and interest in the described property and vehicle for which claim is made and also agrees to assist the insurer or proper authorities in any way possible to recover said vehicle or equipment and to return said property to the said insurance company.

SUBROGATION

The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company to the extent of the payment herein made each and all claims and demands against any other party, person, persons, partnership or corporation, arising from or connected with such loss and damage, and the said company is hereby authorized and empowered to sue, compromise or settle in my name or otherwise to the extent of the money paid as aforesaid.

**STATEMENTS
OF INSURED**

The said loss did not originate by any act, design or procurement on the part of the Insured of this affiant; nothing has been done by or with the privity or consent of insured or this affiant, to violate the conditions of this policy, Or render it void; no attempt to deceive the said insurer, as to the extent of said loss, has in any manner been made, and no material fact is withheld that the said insurer should be advised of. Any further information that may be required will be furnished on demand and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

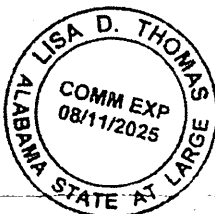
Date: 10/24/23

SIGNATURE:

Paul Finley

Witness: _____

Subscribed and sworn to before me this 24th day of October 2023



Lisa D. Thomas
NOTARY PUBLIC

RESOLUTION NO. 2023-383-R

PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE, FORMERLY USED BY THE FIRE DEPARTMENT, VIA ONLINE AUCTION THROUGH GOVDEALS WEBSITE, PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES

WHEREAS, the City of Madison owns personal property formerly used by the Fire Department for which the City has no continuing need, such property consisting of the following:

Quantity	Description
1	PecDec Machine
1	Nautilus Cable Machine
1	Lateral Delt Raise Machine
1	Quantum Power Crunch Machine
1	Wright Exercise Flat Bench
1	Powerhouse Fitness Leg Chair
1	Nautilus Xpload Lat Pulldown Machine
1	Nautilus Deadlift Shrug Machine
1	Tuff Stuff Standing Calf Raise Machine
1	Nautilus Smith Machine
1	Tuff Stuff Leg Press w/ four 100lb Plates
1	Nautilus XPload Leg Curl Prone Machine
1	Gravitrone by Nautilus Chin-up/Dip Machine
1	Nautilus Xpload Leg Extension Machine
1	Nautilus Preacher Curl Seat
1	Nautilus Decline Bench
1	StarTrac Pro Stationary Recumbent Bike
1	Nautilus Back Hyperextension Machine
1	StarTrac ClubTrack Treadmill
1	StarTrac SoftTrac Treadmill
1	Pro-Form 680 LT Treadmill
1	Octane Fitness Stair Stepper
1	Wright Equipment Flat Bench
1	Nautilus Adjustable Bench
1	Tuff Stuff Back Row Machine
1	Nautilus Seated Calf Raise
1	Everlast Punching Bag Stand with Bag
1	Star Trac Stepper

;and

WHEREAS it is the desire of the City Council of the City of Madison to declare said personal property to be surplus property and to direct the sale of said property.

NOW, THEREFORE, BE IT RESOLVED that the City Clerk be and hereby is directed to advertise a date for a sale at which said property may be offered for public sale through GOVDEALS (free or as determined by the City Clerk). The property is to be sold as is, with no warranties of any kind whatsoever. To the extent necessary, the Clerk is further directed and empowered to execute appropriate endorsement of any certificates of title on such property upon receipt of payment of the purchase amount from the purchaser of said property. To the extent necessary, the Clerk is further directed and empowered to execute any other documents as necessary to affect this transfer of ownership of said property.

READ, APPROVED, and ADOPTED this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-387-R

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

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

Quantity	Description
1	White Whirlpool Refrigerator

; and

WHEREAS, the 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 of the City Council.

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

READ, APPROVED, and ADOPTED this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 11/6/23Department: FinanceItem Description: white whirlpool Refrigerator

Serial/Model #: _____

New: ☐Used: ☒

Location: _____

Vendor Name: Whirlpool

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: 4/26/13Cost or Donated Value: 426.55Enhancements: freezer works but fridge doesn't cool

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


 Signature: (Department Head or Designee)
Date: 11/6/23

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

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007



October 31, 2023

City Council
City of Madison, AL
100 Hughes Road
Madison, AL 35758

Dear Council Members:

The additional consulting fees are because the City Council wanted a work session to create a third redistricting plan (the LOA provided for two) which required that I bring my GIS specialist to the meeting with me. Plan Three was ultimately adopted by the City Council. We also reviewed and analyzed various emails from citizens and city staff.

Sincerely,

Mike Slaughter, P.E., AICP
President

POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Invoice

Date: 10/31/2023
Invoice #: S-2630S

Bill To

City of Madison, Alabama
Ms. Melanie Williard
100 Hughes Rd.
Madison, AL 35758

Project

Redistricting

www.saplanners.com

Date	Item	Description	Rate	Qty	Amount
10/31/2023	Slaughter	Creating a third plan and work session	4,341.26		4,341.26

E-mail crussell@saplanners.com

Phone #

662-234-6970

Total Due

\$4,341.26

RECEIVED

NOV 6 2023

CITY OF MADISON
ENGINEERING DEPARTMENTREQUEST FOR PAYMENT
CITY OF MADISON, AL

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

ESTIMATE NUMBER: 22 PERIOD FROM: 01/31/23 TO 10/30/23

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): \$ 4,868,996.39MATERIAL STORED (INVOICE ATTACHED) \$ 89,237.40RETAINAGE (5%) OF 50% OF CONTRACT \$ AMOUNT EARNED AFTER RETAINAGE \$ 4,958,233.79

LIQUIDATED DAMAGES PER DAY 1550

LIQUIDATED DAMAGES ASSESSED TO DATE: _____

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ 4,696,845.07AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ 261,388.72

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE 1111 DAYS = 206%

TOTAL CONTRACT TIME (3) 540 DAYS

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) 4,868,996.39 = 77%

TOTAL CONTRACT AMOUNT 6,283,730.65

C: PROGRESS OF WORK. B - A: = -128%

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 30 DAY OF Oct-23BY Carmen S. HastingsCONTRACTOR Carcel & G Construction, LLCTITLE Managing Member

SIGNED _____

WITNESS _____

SIGNATURE _____

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

APPROVED FOR PAYMENT

BY _____
CONSTRUCTION INSPECTORBY _____
??????? CITY ENGINEER
OR ?????? ADMINISTRATIVE OFFICERBY C. Michelle Dunson
PROJECT ENGINEERIF FINAL ESTIMATE, DATE WORK WAS
COMPLETED _____

11/6/2023

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 # 21

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	1.00	-	-	1.00	11.00
3	REMOVING ASPHALT SIDEWALKS	3,408.00	SQ YD	9.00		30,672.00	3,087.60	-	-	10.30	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	4,896.00
8	REMOVING HEADWALLS, INLETS, JUNCTION BOXES, ETC	46.00	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	4,836.00	-	-	4,836.00	20,311.20
16	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.0" THRU	34,662.00	SQ YD	3.30		114,384.60	61,372.56	-	-	61,372.56	202,529.45
subtotal						1,187,869.60	101,950.54	-	-	101,950.54	1,057,243.82
17	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	2,835	TON	117.00		331,695.00	4,321.56	-	-	4,321.56	505,622.52
18	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE	1,050	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	4,942.78	-	-	4,942.78	518,991.30
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	417.47	-	-	417.47	62,620.50
22	SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1"	276	TON	120.00		33,120.00	25.06	-	-	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	28,190.50
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	6,988	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	64.00	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	40,808.61	-	-	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	1.00	-	-	1.00	475,000.00
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, 6" 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	8,600.00
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	980.00	6,000.00	1.00	-	-	1.00	6,000.00
48	MINOR STRUCTURE CONCRETE	25	CU YD	340.00		8,500.00	13.75	-	-	13.75	7,715.00
49	JUNCTION BOX, SMALL (15" 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	6,200.00	52,000.00	-	-	-	-	-
subtotal						797,377.00	786.40	2.00	4,300.00	788.40	554,758.84
51	JUNCTION BOX, LARGE W/ OPEN THROAT INLET (36" &	4	EACH	5,900.00	6,900.00	23,600.00	-	-	-	1.00	6,900.00
52	SINGLE CURB INLET, COMPLETE IN PLACE, TO INCLUDE	10	EACH	4,000.00	4,500.00	40,000.00	-	-	-	2.00	9,000.00
53	DOUBLE CURB INLET, COMPLETE IN PLACE, TO INCLUDE	3	EACH	5,400.00	5,750.00	16,200.00	1.00	-	-	1.00	5,750.00
54	OPEN GRATE INLET, COMPLETE IN PLACE, TO INCLUDE	7	EACH	3,300.00	3,100.00	23,100.00	-	-	-	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

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 # 21

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	BID PRICE	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
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
58	CONVERT EXISTING INLET TO JUNCTION BOX	2	EACH	2,600.00	3,800.00	5,200.00	5.00	-	-	5.00	15,400.00
59	CONVERT EXISTING "S" TYPE INLET TO CURB INLET	1	EACH	2,600.00	3,600.00	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	12.60	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	SEEDING, PER ALDOT SPECIFICATION #650	900	CU YD	15.00	19.00	13,500.00	1,110.00	-	-	1,110.00	17,010.00
68	MOWING, PER ALDOT SPECIFICATION #652	3	ACRE	1,100.00	3,100.00	3,300.00	3.41	-	-	3.41	7,751.00
69	SOLID SODDING, PER ALDOT SPECIFICATION #654	3	ACRE	330.00	1,080.00	990.00	-	-	-	-	-
70	MULCHING, PER ALDOT SPECIFICATION #655	10,000	SQ YD	5.00	11.50	50,000.00	1,200.00	-	-	1,200.00	6,000.00
71		3	ACRE	1,100.00	1,500.00	3,300.00	1.41	-	-	1.41	1,551.00
subtotal						793,651.00	6,468.30	3.00	14,900.00	6,471.30	195,052.40
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	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
75	SILT FENCE REMOVAL	5,600	LIN FT	1.00	-	5,600.00	1,649.00	-	-	1,649.00	1,649.00
76	WATTLE	2,500	LIN FT	8.80	9.80	22,000.00	780.00	-	-	780.00	8,864.00
77	GEOMETRIC CONTROLS	1	LUMP SUM	100,000.00	-	100,000.00	1.00	-	-	1.00	100,000.00
78	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	1	MILE	3,750.00	3,950.00	3,750.00	-	-	-	-	-
79	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	3,750.00	3,950.00	11,250.00	-	-	-	-	-
80	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	2,300.00	2,500.00	6,900.00	-	-	-	-	-
81	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE),	3	MILE	2,300.00	2,500.00	6,900.00	-	-	-	-	-
82	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE), PER	500	LIN FT	2.75	3.25	1,375.00	-	-	-	-	-
83	DOTTED, CLASS 2, TYPE A, LANE DROP STRIP (10" WIDE), PER	375	LIN FT	3.30	3.80	1,237.50	-	-	-	-	-
84	BROKEN TEMPORARY TRAFFIC STRIPE, PER ALDOT	3	MILE	1,200.00	-	3,600.00	4.24	-	-	4.24	10,503.60
subtotal						231,952.50	6,232.24	908.30	33,432.40	7,140.54	160,331.20
87	SOLID TEMPORARY TRAFFIC STRIPE, PER ALDOT	3	MILE	1,200.00	-	3,600.00	9.31	-	-	9.31	18,586.80
88	BROKEN TEMPORARY TRAFFIC STRIPE, PER ALDOT	1	MILE	5,800.00	-	5,800.00	3.86	-	-	3.86	22,388.00
89	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A, PER ALDOT	4,237	SQ FT	6.00	6.50	25,422.00	2.20	-	-	2.21	12,789.00
90	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A, PER ALDOT	202	SQ FT	6.00	7.10	1,333.20	-	-	-	-	-
91	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C, PER ALDOT	50	EACH	6.00	6.50	300.00	-	-	-	-	-
92	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A, PER ALDOT	160	EACH	6.00	6.50	960.00	-	-	-	-	-
93	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B, PER ALDOT	175	EACH	6.00	6.50	1,050.00	-	-	-	-	-
94	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D, PER ALDOT	320	EACH	6.00	6.50	1,920.00	-	-	-	-	-
95	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR	119	SQ FT	22.00	-	2,618.00	58.00	-	-	58.00	1,872.00
96	CLASS 8, ALUMINUM FLAT SIGN PANELS 0.08" THICK OR	52	SQ FT	28.00	-	1,456.00	83.30	-	-	83.30	1,276.00
97	REMOVAL OF EXISTING TRAFFIC CONTROL UNIT (Hughes Rd &	338	LIN FT	14.00	-	4,732.00	126.00	-	-	126.00	2,332.40
98	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT	1	LUMP SUM	10,000.00	-	10,000.00	1.00	-	-	1.00	10,000.00
99	METAL TRAFFIC SIGNAL POLE FOUNDATION (SEE CO #2)	3	EACH	6,600.00	-	19,800.00	3.00	-	-	3.00	19,800.00
100	METAL TRAFFIC SIGNAL POLE WITH (60") AND (70") MAST ARM	1	EACH	55,000.00	-	55,000.00	1.00	-	-	1.00	55,000.00
101	METAL TRAFFIC SIGNAL POLE WITH TWO (70") MAST ARM	7	EACH	660.00	-	4,620.00	7.00	-	-	7.00	4,620.00
102	1" METALLIC CONDUIT	15	LIN FT	33.00	-	495.00	15.00	-	-	15.00	495.00
103	2" NON-METALLIC CONDUIT	270	LIN FT	28.00	-	7,560.00	270.00	-	-	270.00	7,560.00
subtotal						169,126.20	695.67	1,953.59	20,106.70	2,549.25	164,929.30
108	VEHICULAR SIGNAL HEAD, 12 INCH, 3 SECTION, TYPE LED	8	EACH	1,300.00	-	10,400.00	8.00	-	-	8.00	10,400.00
109	PEDESTRIAN SIGNAL HEAD, 12 INCH, 4 SECTION, TYPE LED	4	EACH	1,500.00	-	6,000.00	4.00	-	-	4.00	6,000.00
110	CONTROLLER ASSEMBLY, TYPE III, 8 PHASE	2	EACH	2,000.00	-	4,000.00	2.00	-	-	2.00	4,000.00
111	VIDEO DETECTION SYSTEM (Hughes Rd & Eastview Dr.)	1	EACH	25,000.00	-	25,000.00	1.00	-	-	1.00	25,000.00
112		1	LUMP SUM	40,000.00	-	40,000.00	1.00	-	-	1.00	40,000.00

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 # 21

ITEM	DESCRIPTION	BID QUANTITY	BID UNIT	BID PRICE	REVISED UNIT PRICE	BID AMOUNTS	PREVIOUS MONTH QUANTITIES	CURRENT MONTH QUANTITIES	CURRENT MONTH ESTIMATE	TOTAL QUANTITY TO DATE	TOTAL AMOUNT EARNED TO DATE
113	FURNISHING AND INSTALLING PEDESTAL POLE AND	4	EACH	2,800.00		11,200.00	3.00			3.00	8,400.00
114	REMOVE AND RELOCATE OF PEDESTAL POLE AND	1	EACH	2,800.00		2,800.00	1.00			1.00	2,800.00
115	REMOVE AND RELOCATE OF PEDESTAL POLE AND	1	EACH	2,800.00		2,800.00	1.00			1.00	2,800.00
116	CONSTRUCTION SIGNS, PER ALDOT SPECIFICATION #740	200	SQ FT	16.50		3,300.00	477.50			477.50	7,878.75
117	CHANNELIZING DRUMS	225	EACH	53.50		12,037.50	317.00			317.00	16,959.50
118	CONES (36 INCH HIGH)	75	EACH	24.50		1,837.50	80.00			80.00	1,960.00
119	BALLAST FOR CONE	75	EACH	11.60		870.00					
120	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	2	EACH	4,850.00		9,700.00	1.00			1.00	4,850.00
121	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2, PER ALDOT	2	EACH	9,370.00		18,740.00					
122	6" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	220	LIN FT	82.70		18,194.00	220.00			220.00	18,194.00
123	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER,	1,234	TON	103.00		129,570.00	2,276.85			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	1.00			1.00	40,881.00
CO 2.2	METAL TRAFFIC SIGNAL POLE WITH 1 (70") ARM	1	EACH	42,100.00		42,100.00	1.00			1.00	42,100.00
CO 2.3	FURNISH AND INSTALL OPTICOM SYSTEM AT INTERSECTION	1	LUMP SUM	12,700.00		12,700.00	1.00			1.00	12,700.00
						398,742.20	3,397.35			3,397.35	490,604.70
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	28"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	51"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	1.00			1.00	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		1.00	2,350.85	1.00	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	333.00	1.00	2,350.85	334.00	216,508.33
TOTAL BASE BID WITH CHANGE ORDERS						6,075,630.65	160,672.11	2,867.89	75,089.95	163,440.00	4,846,596.39
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	75,800.00	14.00			14.00	22,400.00
TOTAL ALTERNATE #3						208,100.00	14.00			14.00	22,400.00
167	STORED MATERIALS						60,031.89	(4,333.33)	33,538.84		89,237.40
TOTAL BASE BID/CHANGE ORDERS, ALTERNATE 3, AND STORED MATERIALS:						6,283,730.65			104,295.46		4,958,233.79

**PAYMENT REQUEST - MATERIAL ON SITE - NOT INCORPORATED
SUMMARY SHEET - PAY ESTIMATE #21**

[illegible]



FPC-Clanton, AL
 1091 Scott Drive
 Clanton, Alabama 36045
 Phone: (205) 755-4758
 Fax: (205) 755-9782

Delivery Ticket 880790

Delivery Date: 8/2/2021

Plant: FPC-Clanton, AL

Sold to: F43628
 Carcel & G Construction
 31 County Road 240
 Hanceville, AL 35077

Job Number: 19-17359
 Ship to: Hughes Road Widening 2019-010-ITB
 Hughes Road from Old Madison Pike to Gillespie Road,
 Madison, AL 35758
 Site Contact: Roger Hastings
 Phone: (256) 255-3554 Fax:

SHIP DATE	DRIVER/TRUCK	PO NO.	TERMS	ZONE	PAGE
8/2/2021	JB Hunt/410 - James P	2019-15-01	NET 30 DAYS	35758.AL	1
LOAD	TRAILER	SALES REP	DOT #	TICKET NO.	
PM 584116	3728-FB	KLT		880790	

7am-5pm

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: Freight						
143	FUEL	Type: Fuel Service Charge \$35/gal	Station: 0			
Structure: 24AC3						
17	243ALH	Type: 28" X 18" X 8' Class 3 Arch Pipe w/Lift Holes (24" Round Equiv)	Station: 46,240			
17	24G	24" Pipe Gasket	0			
Total Weight			46,240			

PRINT NAME: _____

CUSTOMER SIGNATURE: _____

HAULER SIGNATURE: _____

Attention Hired Haulers:

Please fax original SIGNED Delivery Ticket to the fax number above within twelve hours of delivery.



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 880840

Invoice Date: 8/2/2021

Sold to: F43629
Carcel & G Construction
31 County Road 240
Hanceville, AL 35077

Job Number: 19-17359
Ship to: Hughes Road Widening 2019-010-ITB
Hughes Road from Old Madison Pike to Gillespie Road,
Madison, AL 35758

SHIP DATE
8/2/2021
LOAD
PM 564117

TRUCK DRIVER
HH - JB Hunt
TRAILER

PURCHASE ORDER #
2019-15-01
SALES REP
KLT

TERMS
NET 30 DAYS
EXEMPT #

PAGE
1
TICKET NO.
880840

Qty	Unit	Item	Description	Weight	Unit Price	TX	Extension
Structure: 24AC3							
138	LF	243ALH	29" X 18" X 8' Class 3 Arch Pipe w/Lift Holes (24" Round Equiv)	46,240	\$44.21	<input checked="" type="checkbox"/>	\$6,012.56
17	Each	24G	24" Pipe Gasket	0	\$0.00	<input checked="" type="checkbox"/>	\$0.00
Structure Total							\$6,012.56
Station:							
Structure: Freight							
1	Each	FUEL	Fuel Service Charge	0	\$35.00	<input checked="" type="checkbox"/>	\$35.00
Structure Total							\$35.00
PlantID: 250				Tax Code: AL..Madison-Madison			
				Total Weight			
				46,240			

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ton disposal fee will be charged.

Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions

Taxable	\$6,047.56
Non-Taxable	\$0.00
Sub Total	\$6,047.56
Tax	\$574.52
Invoice Total	\$6,622.08
Less Deposit	\$0.00
Invoice Balance	\$6,622.08



FPC-Clanton, AL
1091 Scott Drive
Clanton, Alabama 35045
Phone: (205) 755-4758
Fax: (205) 755-9762

Delivery Ticket 880840

Delivery Date: 8/2/2021

Plant: FPC-Clanton, AL

Sold to: F43629
Carcel & G Construction
31 County Road 240
Hanceville, AL 35077

Job Number: 19-17359
Ship to: Hughes Road Widening 2019-010-ITB
Hughes Road from Old Madison Pike to Gillespie Road,
Madison, AL 35758
Site Contact: Roger Hastings
Phone: (256) 255-3554 Fax:

SHIP DATE	DRIVER/TRUCK	PO NO.	TERMS	ZONE	PAGE
8/2/2021	JB Hunt/410 - Jason Tid	2019-15-01	NET 30 DAYS	35758.AL	1
LOAD	TRAILER	SALES REP	DOT #	TICKET NO.	
PM 564117	3855-FB	KLT		880840	

7am-5pm

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: Freight		Type:	Station:			
143	FUEL	Fuel Service Charge \$35/gal	0			
Structure: 24AC3		Type:	Station:			
17	243ALH	29" X 18" X 8' Class 3 Arch Pipe w/Lift Holes (24" Round Equiv)	46,240			
17	24G	24" Pipe Gasket	0			
Total Weight			46,240			

PRINT NAME: _____

CUSTOMER SIGNATURE: _____

HAULER SIGNATURE: _____

Attention Hired Haulers:

Please fax original SIGNED Delivery Ticket to the fax number above within twelve hours of delivery.



Carcel & G
Construction, LLC

31 County Road 240 • Hanceville, AL 35077
Office (256) 736-5556 • Fax (256) 736-9968
<https://www.carcelandg.com>

January 5, 2023

Ref: Material Return – 2019-15 Hughes Road Widening Project

Vendor: Madison Utilities
101 Ray Sanderson Drive
Madison, AL 35758

Customer: Carcel & G. Construction, LLC
31 County Road 240
Hanceville, AL 35077

DESCRIPTION OF MATERIAL:

- Rings
- Manhole Lids

QTY:

50

50

Please sign below to acknowledge receipt of material return:

Josh Watkins

Printed Name of Authorized Vendor Representative

Josh Watkins 1-5-23
Signature & Date

Ken Cordes

Printed Name of Carcel & G Representative

Kenneth Cordes 1-5-23
Signature & Date

Let's build something together



FPC-Athens, AL
311 East Elm Street
Athens, Alabama 35611
Phone: (256) 230-8888
Fax: (256) 230-0900

Delivery Ticket 819214

Delivery Date: 6/12/2020

Plant: FPC-Athens, AL

Sold to: F43629
Carcel & G Construction
31 County Road 240
Hanceville, AL 35077

Job Number: 19-17359
Ship to: Hughes Road Widening 2019-010-ITB
Hughes Road from Old Madison Pike to Gillespie Road,
Madison, AL 35758
Site Contact: Roger Hastings
Phone: (256) 255-3554 Fax:

SHIP DATE	DRIVER/TRUCK	PO NO.	TERMS	ZONE	PAGE
6/12/2020	JB HUNT/410 - Rodney	2019-15-01	NET 30 DAYS	35758.AL	1
LOAD	TRAILER	SALES REP	DOT #	TICKET NO.	
PM01 503577	3751-FB	KLT		819214	

7am-6pm

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: Freight						
25	FUEL	Type: Fuel Service Charge \$35/gal	0			
Structure: 24AC3						
2	243ALH	Type: 29" X 18" X 8' Class 3 Arch Pipe w/Lift Holes (24" Round Equiv)	5,440			
2	24G	24" Pipe Gasket	0			
Structure: 24C3						
13	243BLH	Type: 24" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)	28,600			
13	24G	24" Pipe Gasket	0			
Structure: LUBE						
1	LUBE	Type: Pipe Lube	0			
Structure: POPITS						
1	POPIT	Type: Pipe Popit Plugs box (plugs to fill/cover lift hole) (1 Box = 75 Each)	0			
Total Weight			34,040			

PRINT NAME: _____

CUSTOMER SIGNATURE: Roger Hastings

HAULER SIGNATURE: _____

Attention Hired Haulers:

Please fax original SIGNED Delivery Ticket to the fax number above within twelve hours of delivery.



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 819214

Invoice Date: 6/12/2020

F2BP

*Ryan
1915*

Sold to: F43629
Carcel & G Construction
31 County Road 240
Hanceville, AL 35077

Job Number: 19-17359
Ship to: Hughes Road Widening 2019-010-ITB
Hughes Road from Old Madison Pike to Gillespie Road,
Madison, AL 35758

SHIP DATE			TRUCK DRIVER		PURCHASE ORDER #		TERMS		PAGE	
6/12/2020			HH - JB HUNT		2019-15-01		NET 30 DAYS		1	
LOAD			TRAILER		SALES REP		EXEMPT #		TICKET NO.	
PM01 503577					KLT				819214	
Qty	Unit	Item	Description			Weight	Unit Price	TX	Extension	
Structure: 24AC3			Type:			Station:				
16	LF	243ALH	29" X 18" X 8' Class 3 Arch Pipe w/Lift Holes (24" Round Equiv)			5,440	\$44.21	<input checked="" type="checkbox"/>	\$707.36	
2	Each	24G	24" Pipe Gasket			0	\$0.00	<input checked="" type="checkbox"/>	\$0.00	
						Structure Total		\$707.36		
Structure: 24C3			Type:			Station:				
104	LF	243BLH	24" Class 3 Concrete Pipe B-Wall w/Lift Holes (8' Section)			28,600	\$24.75	<input checked="" type="checkbox"/>	\$2,574.00	
13	Each	24G	24" Pipe Gasket			0	\$0.00	<input checked="" type="checkbox"/>	\$0.00	
						Structure Total		\$2,574.00		
Structure: LUBE			Type:			Station:				
1	Each	LUBE	Pipe Lube			0	\$15.00	<input checked="" type="checkbox"/>	\$15.00	
						Structure Total		\$15.00		
Structure: POPITS			Type:			Station:				
1	Box	POPIT	Pipe Popit Plugs box (plugs to fill/cover lift hole) (1 Box = 75 Each)			0	\$150.00	<input checked="" type="checkbox"/>	\$150.00	
						Structure Total		\$150.00		
Structure: Freight			Type:			Station:				
1	Each	FUEL	Fuel Service Charge			0	\$35.00	<input checked="" type="checkbox"/>	\$35.00	
						Structure Total		\$35.00		

PlantID: 410

Tax Code: AL...Madison-Madison

Total Weight

34,040

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ton disposal fee will be charged.

Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions.

Taxable	\$3,481.36
Non-Taxable	\$0.00
Sub Total	\$3,481.36
Tax	\$913.32
Invoice Total	\$3,794.68
Less Deposit	\$0.00
Invoice Balance	\$3,794.68

Ryan



Foley Products Company
P.O. Box 2447
Columbus, GA 31902
Phone: (706) 563-7882
Fax: (706) 569-4452

INVOICE 880790

Invoice Date: 8/2/2021

Ryan 8/19/15

Sold to: F43629
Carcel & G Construction
31 County Road 240
Hanceville, AL 35077

Job Number: 19-17359
Ship to: Hughes Road Widening 2019-010-ITB
Hughes Road from Old Madison Pike to Gillespie Road,
Madison, AL 35758

SHIP DATE			TRUCK DRIVER		PURCHASE ORDER #		TERMS		PAGE	
8/2/2021			HH - JB Hunt		2019-15-01		NET 30 DAYS		1	
LOAD			TRAILER		SALES REP		EXEMPT #		TICKET NO.	
PM 564116					KLT				880790	
Qty	Unit	Item	Description			Weight	Unit Price	TX	Extension	
Structure: 24AC3			Type:			Station:				
136	UF	243ALH	29" X 18" X 8' Class 3 Arch Pipe w/Lift Holes (24" Round Equiv)			46,240	\$44.21	<input checked="" type="checkbox"/>	\$6,012.56	
17	Each	24G	24" Pipe Gasket			0	\$0.00	<input checked="" type="checkbox"/>	\$0.00	
						Structure Total			\$6,012.56	
Structure: Freight			Type:			Station:				
1	Each	FUEL	Fuel Service Charge			0	\$35.00	<input checked="" type="checkbox"/>	\$35.00	
						Structure Total			\$35.00	
PlantID: 250			Tax Code: AL..Madison-Madison			Total Weight		46,240		

A finance charge of 1-1/2% (18% per annum) will be charged on all past due accounts. 15% attorney's fees will be added if necessary for collection.

All special produced or ordered items will be billed after 60 days. A monthly storage fee of \$100/ton will be assessed monthly until it is delivered. All items stored for more than 120 days will be disposed and a \$400/ ton disposal fee will be charged.

Effective July 1, 2015 we began charging a 2% processing fee for all credit card transactions.

Taxable	\$6,047.56
Non-Taxable	\$0.00
Sub Total	\$6,047.56
Tax	\$574.52
Invoice Total	\$6,622.08
Less Deposit	\$0.00
Invoice Balance	\$6,622.08

[Signature]

AFFIDAVIT OF PUBLICATION

**STATE OF ALABAMA
AND COUNTY OF MADISON**

CARCEL & G. CONSTRUCTION LLC
31 County Road 240
Hanceville, AL 35077-3520

Madison County Record

Before me, a notary public in and for the county and state above listed, personally appeared the undersigned affiant, known to me to be a duly authorized representative of the Madison County Record. The newspaper published the attached legal notice(s) in the issue(s) referenced below, by the Newspaper for said publications does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice(s) appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notice(s), whereby any advantage, gain or profit accrued to said officer or attorney

CA Tellerano

Affiant

PUBLISHED ON: 08/30/23, 09/06/23, 09/13/23, 09/20/23

TOTAL COST: \$ 176.05

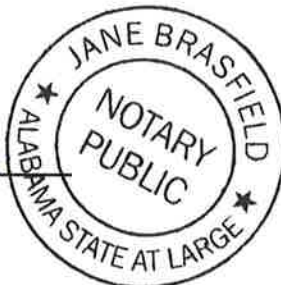
AD SPACE: 17 LINES

FILED ON: 08/30/2023

Sworn to or affirmed before me on: 9/20/2023

Jane Brasfield

Notary Public, State at Large, My Commission
expires: 11/15/26



PUBLIC NOTICE

Carcel & G. Construction, LLC hereby gives notice of completion of contract with the City of Madison for the construction of Project No. 18-022 Hughes Road. The notice will appear for four consecutive weeks beginning August 30, 2023 and ending September 20, 2023. All claims should be filed to 31 County Road 240 Hanceville, AL 35077. Madison County Record 8/30; 9/06; 9/13; 9/20/2023. ADID 559600



Madison Parks and Recreation
8324 Madison Pike
Madison, AL 35758

INVOICE

Bill To:

Madison Street Festival
ATTN: Spencer Mahoney

Ship To:

Madison Street Festival
ATTN: Spencer Mahoney

Invoice Date: October 10, 2023

Invoice Number: 231009

Qty	Description	Total
	Shuttle Buses for Madison Street Festival held October 7 2023	
11.75 hours	1 Bus Transport from Madison City Stadium to Wise Street	352.50
83.0 miles	Gas @ 3.29/gallon	34.13
11.75 hours	1 Bus Transport from CrossPointe Church to Fellowship of Faith Church	352.50
101.0 miles	Gas @ 3.29/gallon	41.54
	MAKE CHECK PAYABLE TO: CITY OF MADISON	
	AND MAIL TO THE ABOVE ADDRESS	
	TO THE ATTN OF Christina Cox	
	Balance Due	\$ 780.67



Madison County Legislative Delegation Community Service Grant Request

726 Madison Street, Huntsville AL 35801
256-539-5441 / kim@mcdol.com



Date: 9/6/2023

Senator/Representative: Tom Butler

Senator /House District: 2

Funding Request Amount: 10,000.00

TAX ID: 63-6005367

This organization qualifies as a government agency ☒ or not-for-profit entity ☐. (Mark one.)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND MUST BE ACCOMPANIED BY:
a W-9, completed and signed by the entity to whom the grant check is to be written.

This request for funding in the amount of: 10,000.00

Name of entity to whom Grant check is to be written: City of Madison Fire Department

Project Description: Program Expenses

Mailing Address: 101 Mill Road Madison, AL 35758

Contact Person: Brandi Williams / Chief Bailey town

Telephone Number: 256-772-3324 Email:

Please email this Request to the Senator/Representative for their signature approval.

Madison County Legislator Awarding Grant

Legislator Signature: Tom Butler

Date: 9/6/2023

Upon receipt of grant check, please sign and return a copy of this form to
the mailing address or email address shown above.

Grant recipient signature:

X David E. Bailey 10-26-23

Check 1184 OCM/EXL ☒ Mailed to/Pickup Date 9/8/2023



CITY OF MADISON - OFFICE OF THE MAYOR
 MAYOR PAUL FINLEY
 100 HUGHES ROAD, MADISON, AL 35758
 MAYORSOFFICE@MADISONAL.GOV / 256-772-5603
 WWW.MADISONAL.GOV

REQUEST FOR PAYMENT

TO: Alabama Dept. of Economic & Community Affairs
 Attn: State Grants
 P.O. Box 5690
 Montgomery, AL 36103

FROM: City of Madison Alabama
 (Entity Name)
 100 Hughes Road
 (Street or PO Box)
 Madison, AL 35758
 (City, State, Zip)

DATE: 10/18/2023

GRANT #: AL-LI-24-008

REQUEST #: 1

AMOUNT \$500,000
 REQUESTED:

I Certify that this Request for Payment has been drawn in accordance with the terms and conditions of the referenced grant/contract/agreement cited above and that the amount requested will be used for the purpose(s) specified in said grant/contract/agreement.

AUTHORIZED SIGNATURE (as specified in grant/contract/agreement)

DATE

FOR ADECA USE ONLY

	Original	Concur	Concur	Concur	Concur
Initial	EMT	EMT	EMT	EMT	EMT
Date	10/19/23	10/19/23	10/19/23	10/19/23	10/19/23
Voucher #:	GR405040014				
Date:	10/24/23				
By:	NK				

RESOLUTION NO. 2023-347-R

A RESOLUTION AUTHORIZING THE PURCHASE OF HEXAGON FITNESS CENTER

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 Properties, LLC for the purchase of property located at 190 Graphics Drive for the sum of four million, four hundred nineteen thousand dollars (\$4,419,000) to be paid by installments over a five (5) year period, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Purchase and Sale Agreement", 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 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

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 13th day of November, 2023, by and among **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (“**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**”); provided, however, Seller shall have the right to remove certain property identified by a written list agreed upon by Seller and Buyer and remove mutually agreed Improvements prior to or within ninety (90) days after Closing, and such removed personal property shall not be included in the Personalty conveyed herein. Without limiting the generality of the foregoing, Seller shall specifically have the right to remove any logos or other proprietary information, along with all information technology related systems belonging to Seller from the Land and Improvements, prior to or within ninety (90) days after Closing.

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 FOUR HUNDRED NINETEEN THOUSAND AND NO/100 DOLLARS (\$4,419,000.00)**. The Purchase Price, subject to the prorations and adjustments herein described, shall be paid by Buyer to Seller at Closing as follows:

(a) **Four Hundred Forty-One Thousand Nine Hundred and No/100 Dollars**

(\$441,900.00) of the Purchase Price by wire delivery of funds through the Federal Reserve System to an account designated in writing by Seller; and

(b) **Three Million Nine Hundred Seventy-Seven Thousand One Hundred and No/100 Dollars (\$3,977,100.00)** of the Purchase Price by promissory note in the amount of \$3,977,100.00, in the form attached hereto as **Exhibit “I”** (the “**Note**”), payable to Seller. The Note shall be secured by a mortgage on the Property, in the form attached hereto as **Exhibit “J”** (the “**Mortgage**”). Buyer shall be responsible for all mortgage recording taxes and fees and for the cost of a mortgagee policy of title insurance in favor of 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 Butler Snow LLP, as escrow agent (“**Escrow Agent**”) the sum of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** (which sum is herein referred to as the “**Earnest Money**”).

(b) If Buyer fails to deliver the 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 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 shall be paid and released to Seller in escrow. Seller shall hold the Earnest Money in escrow pursuant to an Escrow Agreement in the form attached hereto as **Exhibit “K”** (the “**Escrow Agreement**”), executed and delivered by Buyer and Seller at Closing. Provided no event of default has occurred and is continuing under the Note or Mortgage, the Earnest Money shall be credited against the last payment coming due under the Note.

4. **Closing.**

(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 **November 30, 2023** (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 November 17, 2023, 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 activities of Seller on the Property, or 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 the date which is thirty (30) days after the Effective 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 17(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 New ECR and ECR Amendment (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**").

9. Wellness Center Staffing: Buyer will provide experienced administrative support staff at the wellness center as soon as practicable after Closing. Seller acknowledges that City is an equal opportunity employer subject to public service employment laws and ordinances, and the City shall follow its current hiring procedures in the consideration and selection of job applicants. City agrees to inform current Seller employees who work at the Property of any job openings at the Property.

10. 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**");

(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 New ECR, in substantially the form set forth in the attached **Exhibit "G"**, and the ECR Amendment.

(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 cash portion of the Purchase Price to Escrow Agent in escrow. Buyer shall further deliver the following items to Escrow Agent in escrow: the original executed Note, Mortgage, and Escrow Agreement, and any other documents or information reasonably required by the Title Company to issue a policy of title insurance to Seller for the Mortgage. Buyer shall further deliver in escrow counterpart signatures to the documents listed in **paragraph 10(a)**, to the extent applicable.

(d) Upon Escrow Agent's receipt of all items required by this **paragraph 10** and satisfaction of all other conditions to Closing set forth herein, Seller and Buyer shall authorize and direct Escrow Agent to (i) record the Deed, the Mortgage, the New ECR, and the ECR Amendment 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 10(a)**, and (b) to Buyer, and deliver originals of the Note, Mortgage and Escrow Agreement to Seller.

11. 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, mortgage recording tax, 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.

12. 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 12(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 12(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 12**, 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 12(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 12(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.

13. Possession at Closing. Subject to the terms of the New ECR, Seller shall surrender possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions.

14. 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, 9 and 18** 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.

15. 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.

16. 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 16(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 16**, 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.

17. 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: 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 this Agreement to the extent allowed by federal and state law and 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. If the purchase and sale of the Property is consummated, any public statements relating thereto within twelve (12) months of the date hereof, must be first approved by Seller, which approval shall not be unreasonably withheld, conditioned or delayed.

18. 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.

19. Survival. The provisions of **paragraphs 9, 12(d) and 20** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 18** 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 12(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 17** of this Agreement, the provisions of **clauses (i), (ii) and (iii)** of **paragraph 5(a)** of this Agreement, and the indemnification provisions of **paragraph 18** of this Agreement shall also survive any termination of this Agreement in accordance with its terms.

20. 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.

21. Easements, Covenants and Restrictions Agreement. Seller and Buyer previously entered into and recorded an Easements, Covenants and Restrictions Agreement dated December 29, 2022 recorded in Deed Book 2022, Page 59116 which addressed, among other things, certain shared utilities between the Property and the adjacent land currently owned by Buyer. Seller and Buyer agree to enter into an amendment to such agreement at Closing which reasonably addresses such shared utilities (the "**ECR Amendment**"), and releases Seller from any further liability related thereto. Furthermore, at Closing, the parties shall execute and record a new restrictive covenant agreement which encumbers the Property and runs with the Land (the "**New ECR**"), in substantially the form set forth as **Exhibit "H"** attached hereto. The New ECR shall provide that **(i)** Buyer shall initially use, maintain and operate the Property as a fitness center open to the public, and shall continue to use the Property for such purpose so long as Seller or any of Seller's affiliates own, lease or control property adjacent to or within one (1) mile of the Property

(such period referred to herein as the “**Restricted Period**”), provided Buyer may convert part of the Improvements for use as a community center as long as it also remains used as a fitness center; **(ii)** Seller, and Seller’s affiliates, shall have an ingress and egress easement for pedestrian and vehicular access over the drive aisles and driveways, as the same may exist from time to time on the Property; **(iii)** 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 **(iv)** during the Restricted Period, Seller and Seller’s affiliates and their respective employees and agents shall have the right to use, access and enjoy the facilities located on the Property, to be further defined in the New ECR. From the date of Closing until the later to occur of (x) October 1, 2028, or (y) the date the Note is paid in full, such use of the fitness facility by Seller and Seller’s affiliates shall be at no charge; thereafter, such use shall be at the same charge as the general public. As used in this paragraph, Seller’s affiliates shall include, without limitation, Hexagon, Intergraph Corporation, and Hexagon US Federal, Inc.

22. 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 IMPROVED PROPERTIES,
LLC**, a Delaware limited liability company

By: _____

Name: Anthony P. Zana

Its: Authorized Signatory

Initial address for notices:

305 Intergraph Way

Madison, Alabama 35758

Attention: Anthony P. Zana

Telephone Number: (256) 730-2362

Email: tony.zana@hexagon.com

Date of Seller's Execution: November, ____ 2023

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]**BUYER:**

CITY OF MADISON, ALABAMA, an Alabama
municipal corporation

By: _____

Name: Paul Finley

Its: Mayor

Initial address for notices:

100 Hughes Road

Madison, AL 35758

Attention: Steve Smith

Telephone Number: 256-772-5600

Email: steve.smith@madisonal.gov

Date of Buyer's Execution: November ____, 2023

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: Butler Snow LLP

Its: Agent

By: _____

Name: Allie Tucker

Title: Authorized Signatory

Initial address for notices:

Butler Snow LLP

200 West Side Square, Suite 100

Huntsville, AL 35801

Attn: Leslie Sharpe

EXHIBIT “A”**LEGAL DESCRIPTION**

Lot 4 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 492 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.
BUTLER SNOW LLP
200 West Side Square, Suite 100
Huntsville, AL 35801
(256)936-5611

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 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 _____, 2023.

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 IMPROVED PROPERTIES, LLC, a Delaware limited liability company (“**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 fitness center 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**”). Notwithstanding the foregoing, in no event shall the Property include (a) any logos or proprietary information of Seller or its affiliates, (b) any information technology systems, or (c) any of the personal property listed on attached **Exhibit “C”** (collectively, the “**Excluded Property**”). Buyer shall have no rights with respect to the Excluded Property, and Seller shall have the right to enter upon the aforementioned land and remove the Excluded Property therefrom for a period of ninety (90) days after the date hereof.

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 _____, 2023.

[add signature and notary acknowledgment]

EXHIBIT “E”

FORM OF ASSIGNMENT

STATE OF ALABAMA)
:
COUNTY OF MADISON)

ASSIGNMENT

THIS ASSIGNMENT is made this ____ day of _____, 2023, by and between **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (“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**”).

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 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 IMPROVED 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) [X] 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”

NEW ECR

THIS INSTRUMENT PREPARED BY:

Allie Tucker, Esq.
 BUTLER SNOW LLP
 200 South Side Square, Suite 100
 Huntsville, AL 35801
 (256) 936-5611

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 November, 2023 (the “Effective Date”) by **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (herein referred to as “Declarant”) and **CITY OF MADISON, ALABAMA**, 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 November 6, 2022, recorded in the Office of the Judge of Probate of Madison County, Alabama, in Plat Book 2022, Page 492 (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 4 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 4”; All Lots shown on the Plat other than Lots 2 and 4 are hereinafter collectively referred to as the “Retained Property” and described in **Exhibit “D”**);

WHEREAS, Purchaser intends to use the Property for a fitness center 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 or Purchaser (in accordance with this Agreement) against the Property or the Retained Property, as applicable, 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.

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 fitness center that is open to the public, and related uses thereto (the “Permitted Use”) so long as any of Declarant’s Affiliates (defined below), own, lease or control property adjacent to or within one mile of the boundary of the Property (the “Restricted Period”); provided, however, that, during the Restricted Period, Purchaser may use a portion of the Property as a community center as long as the remaining Property continues to be operated as a fitness center. After the end of the Restricted Period, 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 Declarant or Declarant’s Affiliates as of the date hereof. As used herein, “Declarant’s Affiliates” shall include, without limitation, Intergraph Unimproved Properties, LLC, Intergraph Corporation, Hexagon, and Hexagon US Federal, Inc.

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 Cross Access Easement. Subject to the terms and conditions herein, Declarant hereby declares a perpetual 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, for the use and benefit of all present and future owners of the Retained Property, and their respective successors, assigns, agents, employees, guests, tenants, invitees, contractors, customers, licensees and other similar and related parties.

In addition to the foregoing, during the Restricted Period, Declarant and Declarant’s Affiliates and their respective employees shall have the right to use, access and enjoy the fitness center and any community center located on the Property. From the date hereof, until the later to occur of (i) the date that certain Promissory Note dated as of the date hereof from Purchaser in favor of Declarant in the principal amount of \$3,977,100.00 is paid in full, or (ii) October 1, 2028, such use by Declarant and Declarant’s Affiliates shall be free of charge; thereafter, such use shall be subject to the same charge that the Declarant charges the general public. Upon request, each party hereby agrees to exercise a document reasonably acceptable to each party to further define the terms and conditions of Declarant’s and Declarant’s Affiliates continued use of the Property.

5.2 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

6.1 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.

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 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 be 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
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: Butler Snow LLP
200 South Side Square, Suite 100
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:

 Attn: _____
 Email: _____

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.

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: _____

PURCHASER:

CITY OF MADISON, ALABAMA, 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 _____, 2023.

[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 **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (he/she) as such officer and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

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, 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 492-493, 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 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 492-493, 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 and Lot 3, 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 492-493, 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 “I”
PROMISSORY NOTE

PROMISSORY NOTE

\$3,977,100.00

**November __, 2023
Huntsville, Alabama**

FOR VALUE RECEIVED, the undersigned, **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation ("Borrower"), hereby promises to pay to the order of **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company ("Lender"; Lender and subsequent holder hereof being hereinafter referred to as "Holder"), without grace at its office at 305 Intergraph Way, Madison, Alabama 35758, or such other place as Holder may direct, in lawful money of the United States of America, with interest, charges and expenses, the principal amount of **THREE MILLION NINE HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$3,977,100.00)** (the "Loan"). Payment of principal and interest shall be in accordance with the following provisions:

1. **Payments.** Borrower promises to pay principal and interest on or before October 1st of each year in the total amount of \$795,420.00. The first such payment of principal and interest shall be due and payable on or before October 1, 2024. The balance of all outstanding principal and all accrued and unpaid interest on this Note and all charges hereunder and under the Loan Documents (as defined below) shall be due and payable on October 1, 2028 (the "Maturity Date"). In addition to any other amounts due to Lender as set out herein, any scheduled payment of principal and/or interest not received by Lender within ten (10) days of the date due shall accrue additional interest at the rate of eighteen percent (18%) per annum from the due date until the date paid.

Any payment date that would otherwise fall on a day which is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in another financial quarter, in which case such payment date shall be on the next preceding Business Day. "Business Day" shall mean any day other than Saturday, Sunday, or other day on which commercial banks are authorized or obligated to close under the laws of the United States or Alabama.

2. **Interest.** The applicable interest rate during the term of this Note shall be two and a half percent (2.50%) per annum (the "Interest Rate"). Borrower and Lender acknowledge and agree that the total stated amount of this Note includes an annual interest rate equal to the Interest Rate such that accrued interest is included in the quarterly payments required to be made by Borrower under Section 1, and Borrower shall not be required to make interest payments in addition to the aforementioned quarterly payments.

3. **Loan Documents.** The indebtedness evidenced hereby is secured by (i) that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement from Borrower to Lender dated as of the date hereof (the "Mortgage"), (ii) that certain Escrow Agreement executed by Borrower and Lender dated as of the date hereof, and (iii) any and all other documents executed in connection with or securing this Note (collectively, the "Loan Documents").

This Note is included in the indebtedness referred to in the Loan Documents and is entitled to the benefits of the Loan Documents, but neither this reference to the Loan Documents nor any provisions thereof shall affect or impair the absolute and unconditional obligation of Borrower to pay the principal of and interest on this Note when due.

4. **Prepayment.** Throughout the term of this Note, there shall be no prepayment penalty on any full or partial repayment, provided, however, prepayment in full shall mean Borrower has made all

Initial:_____

required principal and interest payments hereunder, totaling the amount of \$3,977,100.00, notwithstanding the fact that the interest applicable thereon may have not yet accrued at the time of such prepayment.

5. **Events of Default.** The occurrence of any of the following events shall constitute an event of default (each an “Event of Default”):

(a) Default in the payment of the principal of, interest on, or charges, expenses and other monetary obligations related to this Note as and when due and the failure to cure same within ten (10) days after written notice from Lender; provided, however, that Lender shall not be obligated to give more than one (1) such notice in any twelve (12) month period;

(b) Any representation or warranty made in this Note or in any of the Loan Documents shall prove to be false or misleading in any material respect as of the time made, and such false or misleading representation or warranty adversely impacts the ability of Borrower, in Lender’s reasonable judgment, to satisfy its payment obligations pursuant to this Note;

(c) The occurrence of such a material change or such a combination of otherwise immaterial changes in the condition or affairs (financial or otherwise) of Borrower, as in the opinion of Lender, impairs Lender’s security or increases its risk;

(d) Failure of Borrower or any other person or entity to observe any covenant or obligation contained in any of the Loan Documents or in any other instrument executed in connection with or securing this Note, including, but not limited to, the Mortgage;

(e) The occurrence or continuation of any default or event of default contained, specified or referenced in any of the Loan Documents or in any other document, agreement or instrument executed in connection with or securing this Note, including, but not limited to, the Mortgage, and the failure to cure same within any applicable notice and cure period specifically provided in any Loan Document;

(f) Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or other custodian of Borrower or any of Borrower’s properties or assets, (ii) fail or admit in writing Borrower’s inability to pay Borrower’s debts generally as they become due, (iii) make a general assignment for the benefit of creditors, (iv) suffer or permit an order for relief to be entered against Borrower in any bankruptcy proceeding, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against Borrower in any proceeding under any such law or statute, or if action shall be taken by Borrower for the purpose of effecting any of the foregoing;

(g) a petition shall be filed, without the application, approval or consent of Borrower in any court of competent jurisdiction, seeking bankruptcy, reorganization, rearrangement, dissolution or liquidation of such Borrower or of all or a substantial part of the properties or assets of Borrower, or seeking any other relief under any law or statute of the type referred to in Section 6(f) against Borrower, or the appointment of a receiver, trustee, liquidator or other custodian of Borrower or of all or a substantial part of the properties or assets of Borrower, and such petition shall not have been stayed or dismissed within sixty (60) days after the filing thereof; or

(h) the occurrence of a default by Borrower under that certain Easements, Covenants and Restrictions Agreement, dated on or about the date hereof, between Borrower and Lender, and recorded in the Office of the Judge of Probate of Madison County, Alabama.

During the continuance of any Event of Default, Holder may, with or without notice to Borrower, declare this Note to be forthwith due and payable, as to principal and interest and related charges and expenses,

without presentment, demand, protest, or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in any of the Loan Documents or in any other instrument executed in connection with or securing this Note to the contrary notwithstanding.

6. **Waivers.** Borrower and any endorser or guarantor of this Note hereby waive demand, presentment for payment, notice of dishonor, protest, and notice of protest and diligence in collection or bringing suit and agree that Holder may accept partial payment, or release or exchange security or collateral, without discharging or releasing any unreleased collateral or the obligations evidenced hereby. Borrower and each such endorser and guarantor further waive any and all rights of exemption, both as to personal and real property, under the constitution or laws of the United States, the State of Alabama, or any other state or jurisdiction. No failure of any Holder of this Note to accelerate the indebtedness evidenced hereby or to exercise any other right hereunder shall be construed as a novation or modification of this Note or a waiver of the Holder's right to thereafter insist upon strict compliance with the terms of this Note without prior notice of such intention being given to Borrower.

7. **Successors and Assigns.** Whenever in this Note any party hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, except that Borrower may not assign or transfer its obligations under this Note without the prior written consent of the Holder; and all obligations of Borrower under this Note shall bind Borrower's successors and assigns and shall inure to the benefit of the successors and assigns of the Holder.

8. **Separability Clause.** If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

9. **No Oral Agreements.** This Note is the final expression of the agreement between the parties hereto, and this Note may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Note and the other Loan Documents, and there is no unwritten oral agreement between the parties hereto in existence.

10. **Waiver and Election.** The exercise by the Holder of any option given under this Note or the Loan Documents shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Holder in exercising any right, power or remedy under this Note or the Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of this Note, nor consent to any departure by Borrower therefrom, shall be effective unless in writing and signed by an authorized officer of the Holder, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case shall entitle Borrower to any other or further notice or demand in similar or other circumstances.

11. **Attorneys' Fees and Costs.** Borrower agrees to pay reasonable attorneys' fees and costs actually incurred by Holder in collecting or attempting to collect this Note, whether by suit or otherwise.

12. **Applicable Law; Assigns.** Borrower agrees that this Note shall be governed by and construed under the internal laws of the State of Alabama (without regard to choice of law considerations), including, without limitation, applicable usury laws. This Note has been negotiated, and is being executed and delivered in the State of Alabama, or, if executed elsewhere, shall become effective upon Lender's receipt and acceptance of the executed original of this Note in the State of Alabama; provided, however, that Lender shall have no obligation to give, nor shall Borrower be entitled to receive, any notice of such acceptance for this Note to become a binding obligation of Borrower. It is intended, and Borrower and Lender specifically agree, that the laws of the State of Alabama governing interest shall apply to this Note and this transaction. Borrower hereby acknowledges that (i) the negotiation, execution, and delivery of this Note and the Loan Documents constitutes the transaction of business within the State of Alabama; (ii) any

cause of action arising under this Note and/or any of the Loan Documents will be a cause of action arising from such transaction of business; and (iii) Borrower understands, anticipates and foresees that any action for enforcement of this Note and/or any of the Loan Documents may be brought against Borrower, et al., in the State of Alabama. To the extent allowed by law, Borrower hereby submits to jurisdiction in the State of Alabama for any action or cause of action arising out of or in connection with this Note and/or any of the Loan Documents and waives any and all rights under the laws of any state or jurisdiction to object to jurisdiction or venue within Madison County, Alabama. Notwithstanding the foregoing, nothing contained in this paragraph shall prevent Lender from bringing any action or exercising any rights against Borrower, any security for this Note or any of Borrower's properties in any other county, state or jurisdiction. Initiating such action or proceeding or taking any such action in any other state or jurisdiction shall in no event constitute a waiver by Lender of any of the foregoing. As used herein, the terms "Borrower", "Lender" and "Holder" shall be deemed to include their respective successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. This Note is given under the seal of all parties hereto, and it is intended that this Note shall constitute and have the effect of a sealed instrument according to law.

13. **Waiver of Jury Trial. BORROWER AND LENDER HEREBY (A) IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM OF ANY TYPE AS TO ANY MATTER ARISING DIRECTLY OR INDIRECTLY OUT OF OR WITH RESPECT TO THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HERewith OR THEREWITH AND (B) AGREE THAT EITHER OR BOTH OF THEM MAY FILE A COPY OF THIS NOTE WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED FOR AGREEMENT IRREVOCABLY TO WAIVE TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY OF ANY KIND WHATSOEVER BETWEEN BORROWER AND LENDER SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.**

[Signature page to follow.]

IN WITNESS WHEREOF, Borrower has caused this Promissory Note to be executed, sealed and delivered effective as of the date first written above, even if actually executed on a different day as a matter of convenience only.

BORROWER:

CITY OF MADISON, ALABAMA, an Alabama municipal corporation

By: _____
Name: _____
Its: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____, whose name as _____ of **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of municipal corporation.

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

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT “J”

MORTGAGE

This Instrument Prepared By:
 Allie Tucker, Esq.
 Butler Snow LLP
 200 Westside Square, Suite 100
 Huntsville, AL 35801
 Tel. (256) 936-5650

**FUTURE ADVANCE MORTGAGE,
 ASSIGNMENT OF RENTS AND LEASES
 AND SECURITY AGREEMENT
 (ALABAMA)**

STATE OF ALABAMA)

COUNTY OF MADISON)

THIS INDENTURE (herein this “**Mortgage**”) made this ____ day of _____, 2023, between **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (hereinafter called “**Borrower**,” “**Mortgagor**” or “**Debtor**”, whether one or more), and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (hereinafter called “**Lender**” or “**Mortgagee**”).

THIS MORTGAGE IS FILED AS AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 7-9A-502(c) OF THE CODE OF ALABAMA.

W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender on a loan (the “**Loan**”) in the principal sum of THREE MILLION NINE HUNDRED SEVENTY-SEVEN THOUSAND ONE HUNDRED AND NO /100 DOLLARS (\$3,977,100.00), or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note dated of even date herewith, payable to Lender with interest thereon (the “**Note**”) on demand or as otherwise provided in the Note; and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Borrower to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein “**Other Indebtedness**”).

NOW, THEREFORE, Borrower, in consideration of Lender’s making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys’ fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note and such other documents are sometimes referred to herein as the “**Loan Documents**”), and as may be set forth in instruments evidencing or securing Other Indebtedness (the “**Other Indebtedness Instruments**”) has bargained and sold and does hereby grant, bargain, sell, alien and convey unto Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of Lender or hereafter acquired by Borrower and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the

“Mortgaged Property”) to-wit:

(a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit A** attached hereto and made a part hereof (the **“Land”**);

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by Borrower and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the **“Improvements”**);

(c) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same, including but not limited to:

(i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Borrower to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and reasonable attorneys’ fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

(d) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), or (c) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), or (c) above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that, (i) if Borrower shall fully pay or cause to be fully paid to Lender the principal and interest payable with respect of the Loan and the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall pay all charges incurred herein by Lender on account of Borrower, including, but not limited to, reasonable attorneys’ fees, and shall pay any and all Other Indebtedness, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments expressed to be kept, performed, and observed by or on the part of Borrower, all without fraud or delay, and (ii) Lender shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan, the Note, any other Loan Document or any Other Indebtedness Instrument (including without limitation advances,

obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit), then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND Borrower further represents, warrants, covenants and agrees with Lender as follows:

ARTICLE GENERAL

1.01 Performance of Mortgage, Note and Loan Documents. Borrower shall perform, observe and comply with all provisions hereof, of the Note, of the other Loan Documents, and of the Other Indebtedness Instruments, and shall duly and punctually pay to Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by Borrower pursuant to the provisions of this Mortgage, of the Note, of the other Loan Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by Borrower.

1.02 Warranty of Title. Borrower hereby warrants that, except for the matters set forth on **Exhibit B** hereto, it is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, or is lawfully seized of such other estate or interest as is described on **Exhibit A** hereto, and has good and absolute title to all existing personal property hereby granted as security, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Borrower shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto Lender, its successors and assigns, against the lawful claims of all persons whomsoever.

1.03 Future Advances, Revolving and Open-End Loans, and Other Debts. It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of Borrower to Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument on the probate records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable loan instruments, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage.

1.04 Monthly Tax Deposit. During the continuance of an Event of Default, Borrower shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Borrower agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by Lender to the reduction of the indebtedness secured hereby in any manner selected by Lender if an Event of Default shall occur under this Mortgage or under the Note, any of the other Loan Documents, or any of the Other Indebtedness Instruments, but, unless otherwise agreed by Lender in writing, no application of tax deposits to the Note, to Other Indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, the Other Indebtedness, or any such other obligations.

1.05 Other Taxes, Utilities and Liens.

(a) Borrower shall pay promptly, when and as due, and, if requested, will exhibit promptly to Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof or upon the revenues, rents, issues and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof, or upon the interest of Lender in the Mortgaged Property (other than any of the same

for which provision has been made in Paragraph 1.04 of this Article I), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.

(b) Borrower promptly shall pay and shall not suffer any mechanic's, laborer's, statutory or other lien to be created or to remain outstanding upon any of the Mortgaged Property.

(c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Borrower immediately shall pay any increased taxes if allowed by law, and if Borrower fails to pay such additional taxes, or if Borrower is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of Lender.

1.06 Insurance.

(a) Borrower shall procure for, deliver to, and maintain for the benefit of Lender during the term of this Mortgage insurance policies in such amounts as Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as Lender may require. The form of such policies and the companies issuing them shall be acceptable to Lender, and, unless otherwise agreed by Lender in writing, shall provide for coverage without coinsurance or deductibles. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to Lender, as mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to Lender shall be delivered to Lender. Borrower shall deliver to Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of Borrower, or its assigns, in and to all insurance policies then in force shall pass to the purchaser or grantee.

(b) Lender hereby is authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company hereby is authorized and directed to make payment for all such losses directly to Lender instead of to Borrower and Lender jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said funds, Lender may apply the net proceeds, at its option, either toward repairing or restoring the improvements on the Mortgaged Property, or as a credit on any portion of Borrower's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of Lender, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be liable to Borrower or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

(c) During the continuance of an Event of Default, Borrower shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Paragraph 1.04 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Paragraph 1.06. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon demand of Lender, Borrower agrees to deliver to Lender such additional moneys as are necessary to make up any deficiencies in the amounts deposited by Borrower with Lender pursuant to this Paragraph 1.06 to enable Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Borrower under the Note, any other Loan Documents, or any Other Indebtedness Instruments, Lender may apply such sums to the reduction of the indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by Lender in

writing, no application of insurance proceeds to the Loan, to Other Indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, the Other Indebtedness, or any such other obligations.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of Lender become immediately due and payable. Lender shall be entitled to all compensation, awards, and other payments or relief for any condemnation and hereby is authorized, at its option, to commence, appear in and prosecute, in its own or Borrower's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Borrower to Lender, which, after deducting therefrom all its expenses, including attorneys' fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to Borrower. Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Lender may require. Borrower promptly shall notify Lender in the event of the institution of any condemnation or eminent domain proceeding or in the event of any threat thereof. Lender shall be entitled to retain, at the expense of Borrower, its own legal counsel in connection with any such proceedings or threatened proceedings. Lender shall be under no obligation to Borrower or to any other person to determine the sufficiency or legality of any condemnation award and may accept any such award without question or further inquiry.

1.08 Care of the Property.

(a) Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and shall not commit or suffer any waste and shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of Lender. Borrower may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery or appurtenances, subject to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof Five Thousand Dollars (\$5,000.00) for any single transaction, or a total of Twenty Thousand Dollars (\$20,000.00) in any one year, upon replacing the same with, or substituting for the same, free and clear of all liens and security interests except those created by the Loan Documents or Other Indebtedness Instruments, other furniture, furnishings, equipment, tools, appliances, machinery or appurtenances not necessarily of the same character, but of at least equal value and of equal or greater utility in the operation of the Mortgaged Property, and costing not less than the amount realized from the property sold or otherwise disposed of. Such substitute furniture, furnishings, equipment, tools, appliances, machinery and appurtenances shall forthwith become, without further action, subject to the provisions of this Mortgage.

(c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Borrower shall give immediate written notice of the same to Lender.

(d) Lender hereby is authorized to enter upon and inspect the Mortgaged Property, and to inspect Borrower's or Borrower's agent's records with respect to the ownership, use, management and operation of the Mortgaged Property, at any time during normal business hours.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Borrower promptly shall restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.06,

toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, Borrower promptly shall restore, repair or alter the remaining property in a manner satisfactory to Lender; provided, however, that if there are condemnation proceeds or awards, Borrower shall not be required to restore the Mortgaged Property as aforesaid unless Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.07, toward restoring the damaged improvements.

1.09 Further Assurances; After-Acquired Property.

(a) At any time, and from time to time, upon request by Lender, Borrower, at Borrower's expense, will make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of Borrower under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Borrower. Upon any failure by Borrower so to do, Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney-in-fact of Borrower so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof.

(b) Without limitation to the generality of the other provisions of this Mortgage, including subparagraph (a) of this Paragraph 1.09, it hereby expressly is covenanted, agreed and acknowledged that the lien and rights hereunder automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by Borrower by whatsoever means, including that in the event Borrower is the owner of an estate or interest in the Mortgaged Property or any part thereof (such as, for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage Borrower obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of Borrower or Lender or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Lender's making the Loan as aforesaid, and to secure the Loan, the Other Indebtedness and obligations set forth above, Borrower hereby grants, bargains, sells and conveys to Lender, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

1.10 Additional Security. Lender also shall have and hereby is granted a security interest in all monies, securities and other property of Borrower, now or hereafter assigned, held, received, or coming into the possession, control, or custody of Lender by or for the account of Borrower (including indebtedness due from Lender to Borrower, and any and all claims of Borrower against Lender, at any time existing) whether expressly as collateral security, custody, pledge, transmission, collection or for any other purpose, and also upon any and all deposit balances, including any dividends declared, or interest accruing thereon, and proceeds thereof. On an Event of Default, Lender may, in addition to any other rights provided by this Mortgage or any of the other Loan Documents, but shall not be obligated to, apply to the payment of the Loan or Other Indebtedness secured hereby, and in such manner as Lender may determine, any such monies, securities or other property held or controlled by Lender. No such application of funds shall, unless otherwise expressly agreed by Lender in writing, reduce, alter, delay or otherwise affect any regularly scheduled payment with respect to the Loan or such Other Indebtedness or obligations.

1.11 Leases Affecting Mortgaged Property. Borrower shall comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Borrower shall furnish Lender with executed copies of all leases now or hereafter existing on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to

the approval of Lender. Borrower shall not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by Lender, Borrower shall execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to evidence further the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. Borrower shall not cancel, surrender or modify any lease affecting the Mortgaged Property or any part thereof without the written consent of Lender.

1.12 Expenses. Borrower shall pay or reimburse Lender for all reasonable attorneys' fees, costs and expenses incurred by Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage, in any of the other Loan Documents or the Other Indebtedness Instruments, or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, any of the other Loan Documents, any of the Other Indebtedness Instruments, Borrower or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any environmental condition of or affecting the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid or incurred by Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

1.13 Performance by Lender of Defaults by Borrower. If Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property, or otherwise described in Paragraphs 1.04 and 1.05 hereof; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, of any of the other Loan Documents, or of any of the Other Indebtedness Instruments, then Lender, at its option, may perform or observe the same; and all payments made for costs or expenses incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Borrower to Lender with interest thereon calculated in the manner set forth in the Note, and at the default interest rate specified in the Note, or, if no default interest rate is specified, then at the rate set forth in the Note, plus two percentage points (2%). Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Lender hereby is empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Borrower or any person in possession holding under Borrower for trespass or otherwise.

1.14 Books and Records. Borrower shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of Lender, Borrower shall furnish to Lender (i) within ninety (90) days after the end of Borrower's fiscal year a balance sheet and a statement of income and expenses, both in reasonable detail and form satisfactory to Lender and certified by a Certified Public Accountant, and (ii) within ten (10) days after request therefor from Lender, a rent schedule of the Mortgaged Property, certified by Borrower, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

1.15 Estoppel Affidavits. Borrower within ten (10) days after written request from Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Loan and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.

1.16 Alienation or Sale of Mortgaged Property. Borrower shall not sell, assign, mortgage, encumber, grant a security interest in or otherwise convey all or any part of the Mortgaged Property without obtaining the express written consent of Lender at least thirty (30) days prior to such conveyance. If Borrower should sell, assign, mortgage, encumber, grant a security interest in or convey all, or any part, of the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the indebtedness

(including the Loan and all Other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of Lender.

1.17 Environmental and Compliance Matters. Borrower represents, warrants and covenants as follows:

(a) No Hazardous Materials (hereinafter defined) have been, are, or will be, while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term “**Hazardous Materials**” includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (“**CERCLA**”) (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act (“**RCRA**”) (42 U.S.C. Sections 6901, *et seq.*), the Clean Water Act (33 U.S.C. Sections 1251, *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*), the Toxic Substances Control Act (15 U.S.C. Sections 2601, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (“**OSHA**”) pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;

(b) No underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property;

(c) All of the Mortgaged Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders;

(d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property;

(e) Borrower promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, Borrower represents and covenants that the Mortgaged Property is in present compliance with, and in the future shall comply with, as applicable, the Americans With Disabilities Act of 1990, (“**ADA**”) (42 U.S.C. Sections 12101, *et seq.*) and the Rehabilitation Act of 1973 (“**Rehabilitation Act**”) (29 U.S.C. Sections 749, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto.

(f) Borrower shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph 1.17, or of any notice of other claim relating to the environmental or physical condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

Borrower agrees to and does hereby indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation or warranty set forth in this Paragraph 1.17, (ii) Borrower’s failure to perform any obligations of this Paragraph 1.17, (iii) Borrower’s or the Mortgaged Property’s failure to fully comply with all environmental laws, rules and regulations, with all occupational health and safety laws, rules and regulations, with the ADA or the Rehabilitation Act, as applicable, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, and any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences. However, this indemnification shall not apply to any new Hazardous Materials first stored, generated or

placed on the Mortgaged Property after the acquisition of title to the Mortgaged Property by Lender through foreclosure or deed in lieu of foreclosure or purchase from a third party after the Loan has been paid in full.

1.18 Inspection Rights and Easements. In addition to other inspection rights of Lender, Borrower shall and hereby does grant and convey to Lender, its agents, representatives, contractors, and employees, to be exercised by Lender following an Event of Default hereunder or under any of the other Loan Documents, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing (herein **“Inspections”**), as Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mortgaged Property, to make an inventory of the Mortgaged Property, and to determine whether the ownership, use and operation of the Mortgaged Property are in compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Notwithstanding the grant of the above easement and license to Lender, Lender shall have no obligation to perform any such Inspections, or to take any remedial action. All the costs and expenses incurred by Lender with respect to any Inspections which Lender may conduct or take pursuant to this Paragraph 1.18, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by Borrower, with interest, and shall be secured by this Mortgage and the other Loan Documents.

1.19 Use, Governmental Compliance, etc. Borrower shall: (a) use the Mortgaged Property solely for the uses provided for in the Loan Agreement or Construction Loan Agreement executed by Borrower and Lender in connection with the Loan, or otherwise as permitted in writing by Lender; (b) maintain all material certificates, licenses, authorizations, registrations, permits and other approvals of Governmental Authorities necessary for (i) compliance with the environmental laws, rules and regulations referenced in Paragraph 1.17(a) hereof or as otherwise may be applicable to the Mortgaged Property from time to time, (ii) the use of the Mortgaged Property and the conduct of any business or activity on the Mortgaged Property, and (iii) the construction, completion and occupancy of the improvements constructed or to be constructed on the Mortgaged Property, including all required zoning, building, land use, environmental, wetlands, coastal development, endangered species, cultural resources, storm water discharge, liquor, occupancy, fire and utility approvals; (c) comply with all Governmental Requirements now or hereafter affecting the Mortgaged Property or any business or activity conducted thereon; and (d) not permit any act to be done on the Mortgaged Property in violation of any Governmental Requirements or that constitutes a public or private nuisance, or that makes void or cancelable, or increases the premium of, any insurance then in force with respect thereto. For the purposes hereof, (a) a **“Governmental Authority”** means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof having jurisdiction over or with respect to all or any part of the Mortgaged Property, and (b) **“Governmental Requirements”** means all laws, rules, regulations, ordinances, judgments, decrees, codes, order, injunctions, notices and demand letters of any Governmental Authority.

ARTICLE II ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment. Borrower, in consideration of Lender’s making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys’ fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto Lender all leases, subleases and lease guaranties of or relating to all or part of the Mortgaged Property, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged

Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted, it being the intention of the parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to Lender, and Borrower does hereby appoint irrevocably Lender its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Mortgaged Property as hereinafter provided), to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Mortgaged Property pursuant to the provisions hereinafter set forth.

2.02 Prepayment of Rent. Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Borrower. Borrower waives any right of setoff against any person in possession of any portion of the Mortgaged Property. Borrower agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

2.03 Not Mortgagee in Possession; No Liability. Nothing herein contained shall be construed as constituting Lender as “mortgagee in possession” in the absence of the taking of actual possession of the Mortgaged Property by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

2.04 Present Assignment. It is the intention of the parties that this assignment of rents and leases shall be a present assignment; however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Borrower shall have the right to collect the rents so long as there exists no Event of Default under this Mortgage, and provided further, that Borrower’s right to collect such rents shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Lender.

2.05 No Obligation of Lender Under Leases. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and Borrower shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, subleases or agreements. Should Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against Lender in connection with any one or more of said leases, subleases or agreements, Borrower agrees to reimburse Lender for the amount thereof, including costs, expenses and reasonable attorneys’ fees immediately upon demand, and until the same are fully reimbursed by Borrower, all such costs, expenses and attorneys’ fees shall be secured by the assignment hereunder and by this Mortgage.

2.06 Instruction to Lessees. Borrower does further specifically authorize and instruct each and every present and future lessee, tenant, sublessee or subtenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any lease, sublease or tenancy to Lender upon receipt of demand from said Lender to pay the same.

2.07 Default (Assignment). Upon the occurrence of any Event of Default, as described in Paragraph

4.01 of this Mortgage, then, in addition to the right to demand and collect directly from tenants rents accruing from leases of the Mortgaged Property, Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE III SECURITY AGREEMENT

3.01 Grant of Security Interest. Borrower (the “debtor” for purposes of the Uniform Commercial Code), in consideration of Lender’s (the “secured party” for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Borrower, including but not limited to attorneys’ fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby assign and grant to Lender title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the “**Collateral**”).

3.02 Definitions and Interpretation of Uniform Commercial Code. All terms used herein which are defined in the Alabama Uniform Commercial Code (the “**Uniform Commercial Code**”) shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein. References herein to the Uniform Commercial Code shall mean the Alabama Uniform Commercial Code as existing on the date of this Mortgage and as revised and amended from time to time. Anything to the contrary herein notwithstanding, rights and remedies of the debtor and secured party under the Uniform Commercial Code shall be deemed to mean such rights and remedies existing under the Uniform Commercial Code as in effect on the date such rights or remedies are enforced; provided, that no such interpretation shall have the effect of invalidating any security interest created hereunder. No reference herein to rights or remedies existing under the Uniform Commercial Code on the date of this Mortgage, which may not exist or which may be modified under later revisions or amendments to the Uniform Commercial Code, shall have the effect of invalidating this Mortgage or any security interest created hereunder.

3.03 Financing Statements. No financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed by Borrower and Lender. At Lender’s request, Borrower will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Lender, and will pay the cost of filing the same in all public offices wherever filing is deemed by Lender to be necessary or desirable. Borrower authorizes Lender to prepare and to file financing statements covering the Collateral signed only by Lender and to sign Borrower’s signature to such financing statements in jurisdictions where Borrower’s signature is required. Borrower promises to pay to Lender the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

3.04 Representations of Borrower (Collateral). With respect to all of the Collateral, Borrower represents and warrants that:

- (a) The Collateral is used or bought primarily for business purposes;
- (b) If the Loan is a construction loan, the Collateral is being acquired and/or installed with the proceeds of the Note which Lender may disburse directly to the seller, contractor, or subcontractor;
- (c) All the Collateral will be kept at the address of Borrower shown in Paragraph 5.08(a) or, if not, at the real property described in **Exhibit A** hereto. Borrower promptly shall notify Lender of any change in the location of the Collateral. Except for transactions in the ordinary course of Borrower’s business, Borrower, its agents or employees, will not remove the Collateral from said location without the prior written consent of Lender;

(d) If certificates of title are issued or outstanding with respect to any of the Collateral, Borrower shall cause Lender's interest to be properly noted thereon; and

(e) Borrower's name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to Lender. Borrower promptly shall advise Lender in writing of any change in Borrower's name.

3.05 Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Lender transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Lender's rights and remedies hereunder with respect to such indebtedness or instruments transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Lender retains any of such indebtedness or instruments, Lender shall continue to have the rights and remedies herein set forth with respect thereto.

3.06 No Obligation of Lender Under Assigned Contracts. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any contracts or agreements relating to the Mortgaged Property, and Borrower shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under any such contracts or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said contracts or agreements. Should Lender incur any such liability, loss or damage, under said contracts or agreements or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against Lender in connection with any one or more of said contracts or agreements, Borrower agrees to reimburse Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by Borrower, all such costs, expenses and attorneys' fees shall be secured by the assignment hereunder and by this Mortgage.

3.07 Default (Security Agreement). Upon the occurrence of any Event of Default, as described in Paragraph 4.01 of this Mortgage, Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

4.01 Event of Default. The term “**Event of Default**,” wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the following events or circumstances:

- (a) Failure by Borrower to pay as and when due and payable any installment of principal, interest or escrow deposit, or other charge payable under the Note, this Mortgage or under any other Loan Document; or
- (b) Failure by Borrower to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, of any of the other Loan Documents, or of any of the Other Indebtedness Instruments, and the continuance of such failure for ten (10) days or more, or the occurrence of any other Event of Default under any of the other Loan Documents or Other Indebtedness Instruments,; or
- (c) The filing by Borrower or any guarantor of any indebtedness secured hereby or of any of Borrower’s obligations hereunder, of a voluntary petition in bankruptcy or Borrower’s or any such guarantor’s adjudication as a bankrupt or insolvent, or the filing by Borrower or any such guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower’s or any such guarantor’s seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of Borrower or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due; or
- (d) The entry by a court of competent jurisdiction or any order, judgment, or decree approving a petition filed against Borrower or any guarantor of any of the indebtedness secured hereby or of any of Borrower’s obligations hereunder, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of Borrower or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, without the consent or acquiescence of Borrower and/or any such guarantor which appointment shall remain unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive); or
- (e) The filing or enforcement of any other mortgage, lien or encumbrance on the Mortgaged Property or any part thereof, or of any interest or estate therein; or
- (f) If any portion of the Mortgaged Property is a leasehold estate, the occurrence of a default under such lease or other instrument creating the estate.

4.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby (or

such parts as Lender may elect) with interest accrued thereon (or such parts as Lender may elect) shall, at the option of Lender, become due and payable without notice or demand, time being of the essence. Any omission on the part of Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

4.03 Right of Lender to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, Lender or its agents may enter and take and maintain possession of all the Mortgaged Property, together with all the documents, books, records, papers and accounts of Borrower or then owner of the Mortgaged Property relating thereto, and may exclude Borrower and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Lender, as attorney-in-fact or agent of Borrower, or in its own name as mortgagee and under the powers herein granted, may hold, store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Lender) and conduct the business thereof either personally or by its agents, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property (or any portion thereof selected by Lender) insured; (iii) manage and operate the Mortgaged Property (or any portion thereof selected by Lender) and exercise all the rights and powers of Borrower in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same, and to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Lender, all as Lender from time to time may determine to be to its best advantage; and Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or any portion thereof selected by Lender), including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other charges prior to this Mortgage as Lender may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender, Lender shall apply the remainder of the moneys so received by Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in Paragraph 1.04; third to the payment of any other sums required to be paid by Borrower under this Mortgage or under the other Loan Documents; fourth to the payment of overdue installments of principal on the Note; fifth to the payment of any sums due under Other Indebtedness Instruments, whether principal, interest or otherwise; and the balance, if any, as otherwise required by law.

(c) Whenever all such Events of Default have been cured and satisfied, Lender may, at its option, surrender possession of the Mortgaged Property to Borrower, or to whomsoever shall be entitled to possession of the Mortgaged Property as a matter of law. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.04 Receiver.

(a) If an Event of Default shall have occurred and be continuing, Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.

(b) Borrower shall pay to Lender upon demand all costs and expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 4.04; and all such expenses shall be secured by this Mortgage.

4.05 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Loan; (b) to foreclose this Mortgage; (c) to enforce or exercise any right under any Other Indebtedness Instrument; and (d) to pursue any other remedy available to Lender, all as Lender may elect.

4.06 Rights of a Secured Party. Upon the occurrence of an Event of Default, Lender, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, any of the other Loan Documents, the Other Indebtedness Instruments or under applicable law, may immediately and without demand exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code, all of which shall be cumulative. Such rights shall include, without limitation:

(a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Borrower and without any liability for rent, storage, utilities or other sums;

(b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give to Borrower at least ten (10) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Borrower agrees shall be reasonable notice of any sale or disposition of the Collateral;

(c) The right to require Borrower, upon request of Lender, to assemble and make the Collateral available to Lender at a place reasonably convenient to Borrower and Lender; and

(d) The right to notify account debtors, and demand and receive payment therefrom.

To effectuate the rights and remedies of Lender upon default, Borrower does hereby irrevocably appoint Lender attorney-in-fact for Borrower, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Borrower could do, and to sell, assign, and transfer any collateral to Lender or any other party.

4.07 Power of Sale. If an Event of Default shall have occurred, Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the county or counties, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county or counties, as may be required, and, upon payment of the purchase money,

Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Mortgaged Property so purchased. Lender may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Lender may elect. The provisions of Paragraph 4.06 of this Mortgage shall apply with respect to Lender's enforcement of rights or interests in personal property which constitutes Mortgaged Property hereunder.

4.08 Application of Foreclosure or Sale Proceeds. The proceeds of any foreclosure sale pursuant to Paragraph 4.07, or any sale pursuant to Paragraph 4.06, shall be applied as follows:

- (a) First, to the costs and expenses of (i) retaking, holding, storing and processing the Collateral and preparing the Collateral or the Mortgaged Property (as the case may be) for sale, and (ii) making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;
- (b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Loan Documents or the Other Indebtedness Instruments, as applicable, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Note or the other Loan Documents, such repayment to be applied in the manner determined by Lender;
- (c) Third, to the payment of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby, with interest to date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Loan Documents or the Other Indebtedness Instruments, as applicable, whether or not all of such indebtedness is then due;
- (d) Fourth, the balance, if any, shall be paid as provided by law.

4.09 Lender's Option on Foreclosure. At the option of Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by Borrower, a defense to any proceedings instituted by Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

4.10 Waiver of Exemption. Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

4.11 Suits to Protect the Mortgaged Property. Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with

such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

4.12 Borrower to Pay the Note on any Default in Payment; Application of Moneys by Lender. If default shall occur in the payment of any amount due under this Mortgage, the Note, any of the other Loan Documents or any of the Other Indebtedness Instruments, or if any other Event of Default shall occur under this Mortgage, then, upon demand of Lender, Borrower shall pay to Lender the whole amount due and payable under the Note and under all Other Indebtedness Instruments; and in case Borrower shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of Lender's agents and attorneys.

4.13 Delay or Omission No Waiver. No delay or omission of Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, any of the other Loan Documents, or the Other Indebtedness Instruments to Lender may be exercised from time to time and as often as may be deemed expedient by Lender.

4.14 No Waiver of One Default to Affect Another. No waiver of any default hereunder, under any of the other Loan Documents, or under any of the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

If Lender (a) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, in any of the other Loan Documents, or in any of the Other Indebtedness Instruments; (d) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, any of the other Loan Documents or the Other Indebtedness Instruments; (e) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consents to any agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, the other Loan Documents, or the Other Indebtedness Instruments of Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, Lender, without notice to any person, corporation or other entity (except notice shall be given to Borrower so long as Borrower remains liable under the Note, this Mortgage or any of the other Loan Documents) hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the other Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

4.15 Discontinuance of Proceedings — Position of Parties Restored. In case Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Lender, then and in every such case Borrower and Lender shall be restored to

their former positions and rights hereunder, and all rights, powers and remedies of Lender shall continue as if no such proceeding had been taken.

4.16 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, any of the other Loan Documents, the Other Indebtedness Instruments or now or hereafter existing at law or in equity or by statute.

4.17 Notice of Defaults Under the Loan Documents and Other Credit Arrangements. Borrower shall give prompt notice to Lender of any defaults by Borrower under this Mortgage or any of the other Loan Documents, and of any notice of default received by Borrower under any other credit arrangement of Borrower.

ARTICLE V MISCELLANEOUS

5.01 Binding Effect. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives, whether so expressed or not. Notwithstanding the foregoing, Borrower shall not be entitled to assign any of its rights, titles, and interests hereunder, or to delegate any of its obligations, liabilities, duties, or responsibilities hereunder, and will not permit any such assignment or delegation to occur (voluntarily or involuntarily, or directly or indirectly), without the prior written consent of Lender.

5.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. "Herein," "hereby," "hereunder," "hereof," and other equivalent words or phrases refer to this Mortgage and not solely to the particular portion thereof in which any such word or phrase is used, unless otherwise clearly indicated by the context.

5.03 Gender; Number. Whenever the context so requires, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular.

5.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in any of the other Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, in the other Loan Documents and in the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

5.05 Loan Documents. Wherever reference is made herein to this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, such reference shall include all renewals, extensions, modifications and refinancings thereof.

5.06 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note, any of the other Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to Lender shall apply.

5.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.08 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Alabama, for instruments to be filed as financing statements:

- (a) **Name of Borrower (Debtor):** **CITY OF MADISON, ALABAMA**
- Address of Borrower:** _____

- (b) **Name of Lender (Secured Party):** **INTERGRAPH IMPROVED PROPERTIES, LLC**
- Address of Lender:** 305 Intergraph Way
 Madison, Alabama 35758
 Attention: Anthony P. Zana
- (c) **Record Owner of Real Estate described on Exhibit A hereto:** **CITY OF MADISON, ALABAMA**

5.09 Applicable Law. This Mortgage shall be governed by the laws of the State of Alabama.

5.10 Rider. Additional provisions of this Mortgage, if any, are set forth below or on a Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF, Borrower has caused this Mortgage to be executed and effective as of the day and year first above written, although actually executed on the date or dates reflected below.

BORROWER (Mortgagor, Debtor):

CITY OF MADISON, ALABAMA, an Alabama
municipal corporation

By: _____
Name: _____
Its: _____

STATE OF ALABAMA

COUNTY OF MADISON

I, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said corporation.

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

[Notarial Seal]

Notary Public
My Commission Expires: _____

EXHIBIT A**Description of Mortgaged Property**

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

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 492-493, in the Office of the Judge of Probate of Madison County, Alabama.

EXHIBIT B
Permitted Exceptions to Title

EXHIBIT “K”
ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made as of the ___ day of November, 2023, between **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation (hereinafter referred to as “Borrower”), and **INTERGRAPH IMPROVED PROPERTIES, LLC**, a Delaware limited liability company (hereinafter referred to as “Lender”).

WITNESSETH:

WHEREAS, Borrower, as buyer, and Lender, as seller, entered into that certain Purchase and Sale Agreement dated November 13th, 2023, in connection with the purchase and sale of that certain real property and improvements known as Lot 4 of Hexagon Park Phase I, as more particularly described therein (the “Contract”);

WHEREAS, pursuant to the Contract, Borrower deposited Fifty Thousand and No/100 Dollars (\$50,000.00) as earnest money (the “Deposit”);

WHEREAS, the Borrower has requested and the Lender has agreed to provide a loan to the Borrower in the amount of Three Million Nine Hundred Seventy-Seven Thousand One Hundred and No/100 Dollars (\$3,977,100.00) to finance the Borrower’s acquisition of the property (the “Loan”), which is evidenced by that certain Promissory Note executed by Borrower in favor of Lender, dated of even date herewith, in the principal amount \$3,977,100.00 (as may be amended, restated and renewed from time to time, the “Note”);

WHEREAS, the parties intend for the Deposit to be credited against the last payment coming due by Borrower under the Note; and

WHEREAS, the parties desire and agree that Lender hold the Deposit in escrow in a non-interest bearing account pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of any sufficiency thereof, is duly acknowledged, the parties hereto agree as follows:

1. The Deposit. Lender shall hold the Deposit in a non-interest bearing account until the earlier to occur of (i) the maturity date of the Note, or (ii) an event of default by Borrower occurs and is continuing under the Note. Upon the occurrence of an event of default under the Note, Lender shall have the right, without obligation, in addition to any other rights or remedies available to Lender at law or in equity, to apply all or any portion of the Deposit to the outstanding balance due under the Note and/or the costs and expenses incurred by Lender in connection with Borrower’s default under the Note. In the event the Note matures, and Borrower is not then in default under the Note, Lender shall apply the Deposit as a credit against the last payment coming due under the Note.

2. Disputes. In the event that Lender determines in good faith that a bona fide dispute exists as to how the Deposit is supposed to be used, Lender, at its option, (a) may refuse to

comply with any claims or demands on it and continue to hold the Deposit until (i) Borrower and Lender agree in writing on the application of the Deposit, in which event Lender shall then release and deliver the Deposit in accordance with said agreement, or (ii) Lender receives a certified copy of a final non-appealable judgment of a court of competent jurisdiction directing the application of the Deposit, in which event Lender shall then apply the Deposit in accordance with said direction, or (b) may take such affirmative steps as Lender may elect in order to substitute another impartial party reasonably satisfactory to Borrower and Lender (whose consents to such substitution shall not be unreasonably withheld), to hold the Deposit, including, without limitation, the deposit thereof in a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be the joint and several obligation of Borrower and Lender.

3. Notices. All notices, demands, offers, elections or other communications required or permitted by this Escrow Agreement shall be in writing, shall be delivered personally, by certified United States mail, return receipt requested, or by nationally recognized commercial courier for next business day delivery, to the address set forth below for each party, or to such other addresses as are specified by written notice given in accordance herewith:

Borrower: _____

Lender: Intergraph Improved Properties, LLC
305 Intergraph Way
Madison, Alabama 35758
Attn: Anthony P. Zana

4. No Third Party Beneficiaries. It is expressly agreed that this Escrow Agreement is for the sole benefit of the parties hereto and shall not be construed or deemed to be made for the benefit of any third party or parties.

5. Governing Law. This Escrow Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

6. Severability. If any provision of this Escrow Agreement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Escrow Agreement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Entire Agreement. This Escrow Agreement, together with the Contract, Note and other loan documents, contains the entire understanding between the parties hereto with respect

to the subject matter hereof. No variations, modifications or changes hereof shall be binding upon any party hereto unless set forth in a document duly executed by all parties hereto.

8. Miscellaneous. Whenever used herein, the singular number shall include the plural, and the use of any gender shall include all genders. This Escrow Agreement shall be binding upon and enforceable between Borrower and Lender, their heirs, executors, administrators, legal representatives, successors, assigns or trustees. This Escrow Agreement may be executed in multiple original counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one and the same instrument.

9. WAIVER OF JURY TRIAL. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL OF ANY DISPUTE RELATING TO THIS ESCROW AGREEMENT.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned Borrower has caused this Escrow Agreement to be executed effective as of the date first set forth above.

CITY OF MADISON, ALABAMA

By: _____
Name: _____
Its: _____

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **CITY OF MADISON, ALABAMA**, an Alabama municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, as such manager and with full authority, being informed of the contents of such instrument, s/he executed the same voluntarily for and as the act of said municipal corporation.

Given under my hand this ____ day of November, 2023.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned Lender has caused this Escrow Agreement to be executed effective as of the date first set forth above.

INTERGRAPH IMPROVED PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of **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, as such manager and with full authority, being informed of the contents of such instrument, s/he executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this ____ day of November, 2023.

[NOTARIAL SEAL]

NOTARY PUBLIC
My Commission Expires: _____

ORDINANCE NO. 2023-319

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS M-1
(RESTRICTED INDUSTRIAL DISTRICT).**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON,
ALABAMA, AS FOLLOWS:**

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as M-1 (Restricted Industrial District):

312 Palmer Road

Lot 1, Resubdivision of Lot 1, Block 2, Pride Industrial Park, Plat Book 20, Page 77

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be M-1 (Restricted Industrial District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this ____ day of November 2023.

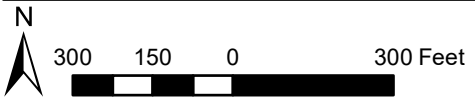
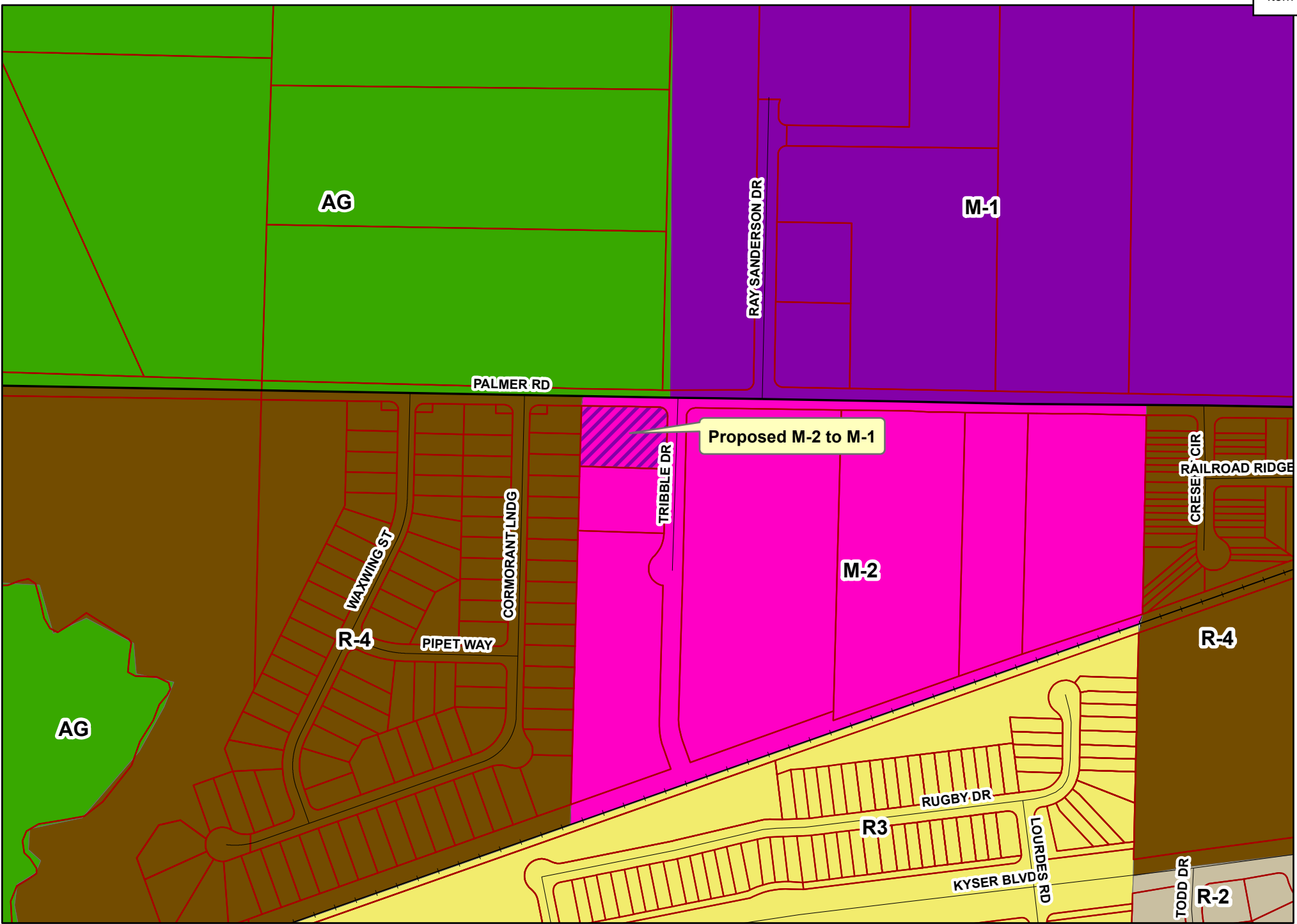
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



Proposed M-2 to M-1

ORDINANCE NO. 2023-321

AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING & AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS R-1B (LOW DENSITY RESIDENTIAL DISTRICT).

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON,
ALABAMA, AS FOLLOWS:**

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as R-1B (Low Density Residential District):

13 Pension Row

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS COMMENCING AT A RAILROAD SPIKE PURORTED TO BE THE CENTER OF THE WEST BOUNDARY OF SAID SECTION 17; THENCE NORTH 88 DEGREES 00 MINUTES 14 SECONDS EAST A DISTANCE OF 1147.08 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 49 SECONDS WEST A DISTANCE OF 40.00 FEET; THENCE NORTH 89 DEGREES 00 MINUTES 21 SECONDS EAST A DISTANCE OF 2414.01 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 19 SECONDS EAST A DISTANCE OF 11.28 FEET TO A 5/8 INCH REBAR FOUND; THENCE NORTH 01 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 170.00 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780" AND BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, NORTH 01 DEGREES 23 MINUTES 19 SECONDS WEST A DISTANCE OF 616.78 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780" AT THE SOUTHWEST CORNER OF A TRACT OF REAL ESTATE OWNED BY JAMES SANDIFER; THENCE NORTH 88 DEGREES 55 MINUTES 14 SECONDS EAST AND ALONG THE SOUTH BOUNDARY OF THE JAMES SANDIFER PROPERTY A DISTANCE OF 396.13 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLW 21780" SAID POINT IS SAID TO BE ON THE RIGHT OF WAY FOR PENSION ROW; THENCE SOUTH 01 DEGREES 20 MINUTES 33 SECONDS EAST AND ALONG SAID RIGHT OF WAY A DISTANCE OF 595.99 FEET TO A CAPPED 5/8 INCH REBAR SET AND STAMPED "CLASSIC LLS 21780"; THENCE SOUTH 88 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 135.48 FEET TO THE POINT OF BEGINNING.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be R-1B (Low Density Residential District).

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this 13th day of November 2023.

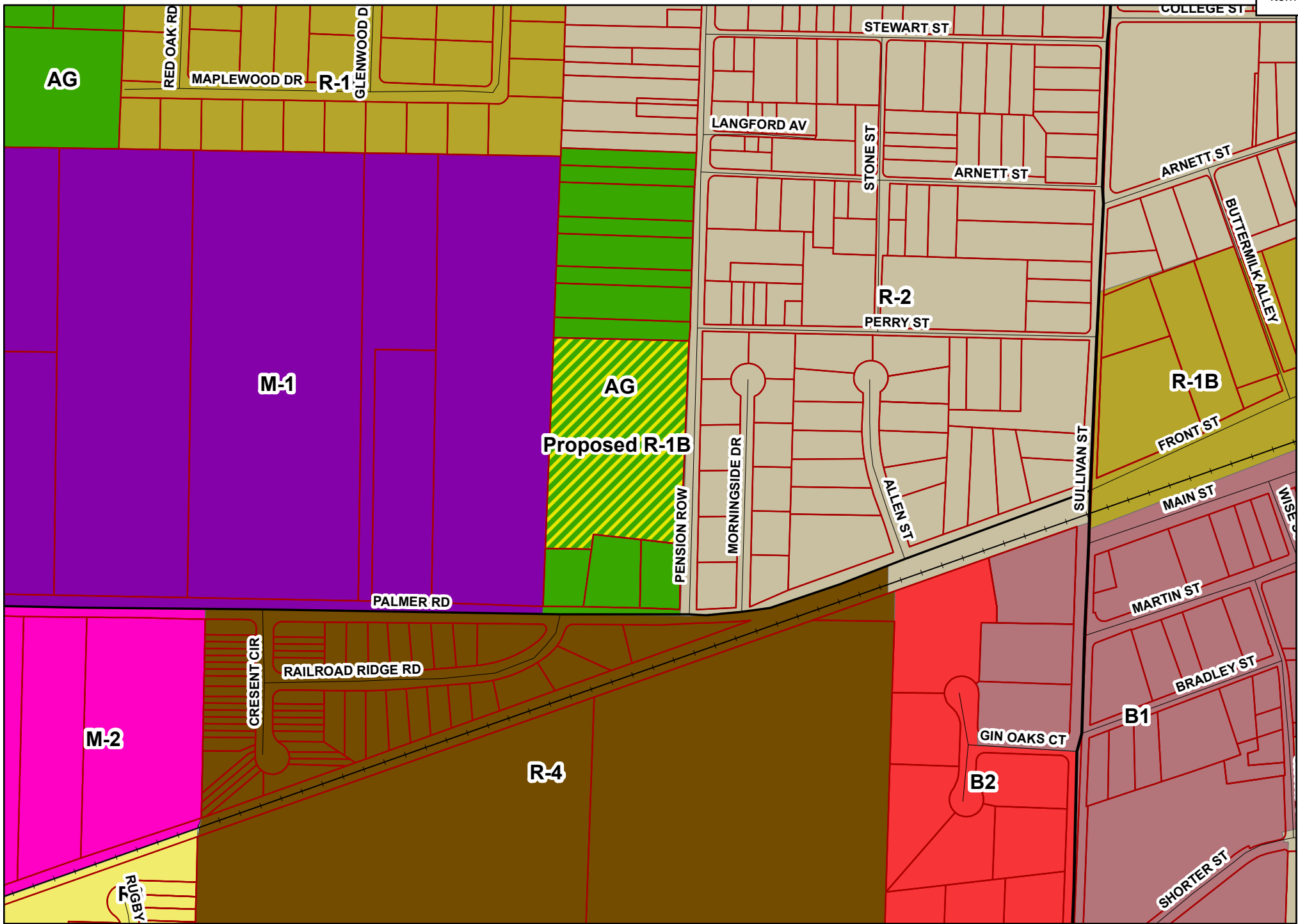
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



Proposed AG to R-1B

ORDINANCE NO. 2023-323

**OLD TOWN INVESTMENTS, LLC'S REQUEST TO AMEND THE OFFICIAL ZONING
ORDINANCE REVISING ARTICLE IV, SECTION 4-16-2, PERMITTED USES AND
ARTICLE IV, SECTION 4-16-4 PROHIBITED USES FOR THE UC DISTRICT**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS
FOLLOWS:**

Section 4-16-2. Permitted Uses

1. Housing & Lodging
 - a. Hotels and ancillary facilities
 - b. Multi-Family Residential
 - c. Single Family Attached (Row Houses/Townhouses/Brownstones)
 - d. Live/Work Units
2. Commercial
 - a. Alcohol Sales
 - b. Craft Breweries and Distilleries
 - c. Conference & Meeting Facilities
 - d. Day Spas
 - e. Child Care Centers, consistent with Section 4-6A-5.5b-d
 - f. Entertainment – Indoor
 - g. Financial institutions, including ATMs
 - h. General Office
 - i. Medical Office
 - j. Recreation – Indoor and Outdoor
 - k. Restaurants, cafes, and taverns
 - l. Retail
3. Public and Semi-Public
 - a. Open Space and Plazas
 - b. Parking Facilities
 - c. Public Administration and Safety Facilities
 - d. Stormwater Management and Utilities

Section 4-16-4

1. Single Family Detached Dwellings
2. Duplexes
3. Industrial uses
4. Car Washes
5. Mini Storage Facilities
6. Veterinary Hospitals
7. Automobile Service Repair (Minor and/or Major)
8. Small Engine and Motor Repair
9. Real Estate offices on the ground floor, except leasing offices for property within the UC District

SECTION 2. Effective Date. This Ordinance shall become effective upon the final passage and adoption thereof by the City Council of the City of Madison, Alabama, and upon its publication as required by law.

SECTION 3. That this Ordinance shall become effective upon its publication in the *Madison County Record* by insertion one time in said newspaper after its adoption following a public hearing.

READ, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Madison, Alabama, this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-373-R

A RESOLUTION APPROVING A RESTAURANT RETAIL LIQUOR LICENSE FOR BBB SMOKEY'S, LLC D/B/A BIG BAD BREAKFAST

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a restaurant retail liquor license to **BBB Smokey's, LLC** doing business as **Big Bad Breakfast** which has applied for said license for its location at 8071 Highway 72 W; and

WHEREAS, the Revenue Director has received written approval for the application of **BBB Smokey's, LLC** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC restaurant retail liquor license to **BBB Smokey's, LLC** for its 8071 Highway 72 W location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon ABC's grant of the license, the Revenue Director is authorized to issue a City restaurant retail liquor license to **BBB Smokey's, LLC** doing business as **Big Bad Breakfast**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: November 6, 2023

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: BBB Smokeys LLC
DBA: Big Bad Breakfast
Restaurant Retail Liquor License

Please find attached a copy of the checklist for BBB Smokeys LLC., doing business as Big Bad Breakfast, in regard to their application for a Restaurant Retail Liquor License for their location 8071 Highway 72 W, Alabama 35758.

The reason that this business is applying for a Restaurant Retail Liquor License at this time is because this is a new business in the City of Madison.

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

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



Checklist for Beer/Wine/Liquor License

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

Owner Name: BBB Smokeys LLC

Business Name: Big Bad Breakfast

Business Location: 8071 Highway 72 W Madison, AL 35758

Mailing Address: P.O. Box 331272 Nashville TN 37203

Phone: (980) 428-3335

APPLICATION FEE:

Date Paid: 10/17/2023 Amount: \$ 100.00 Receipt #: 3239

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 10/17/2023

Background Check: ☒ Approved ☐ Disapproved

Check Completed By: Becky Ruffoe Title ID Secretary

Date Completed: 10-19-23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 10/17/2013

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Theresa A. Lee Title Inspector

Date Completed: 10-18-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: 10/7/2023

Inspection: ☒ Approved ☐ Disapproved

Inspection Completed By: Kenneth H. Hargis Title Inspector

Date Completed: 10/30/23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 10/17/2023

Date Placed: 10/17/2023 Newspaper: 10/25/2023

Publication Fee Paid: \$ 184.00

Date Paid: 10/17/2023 Receipt #: 3238

Date of Public Hearing: 11/13/2023

Approved: ☐ Denied: ☐

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

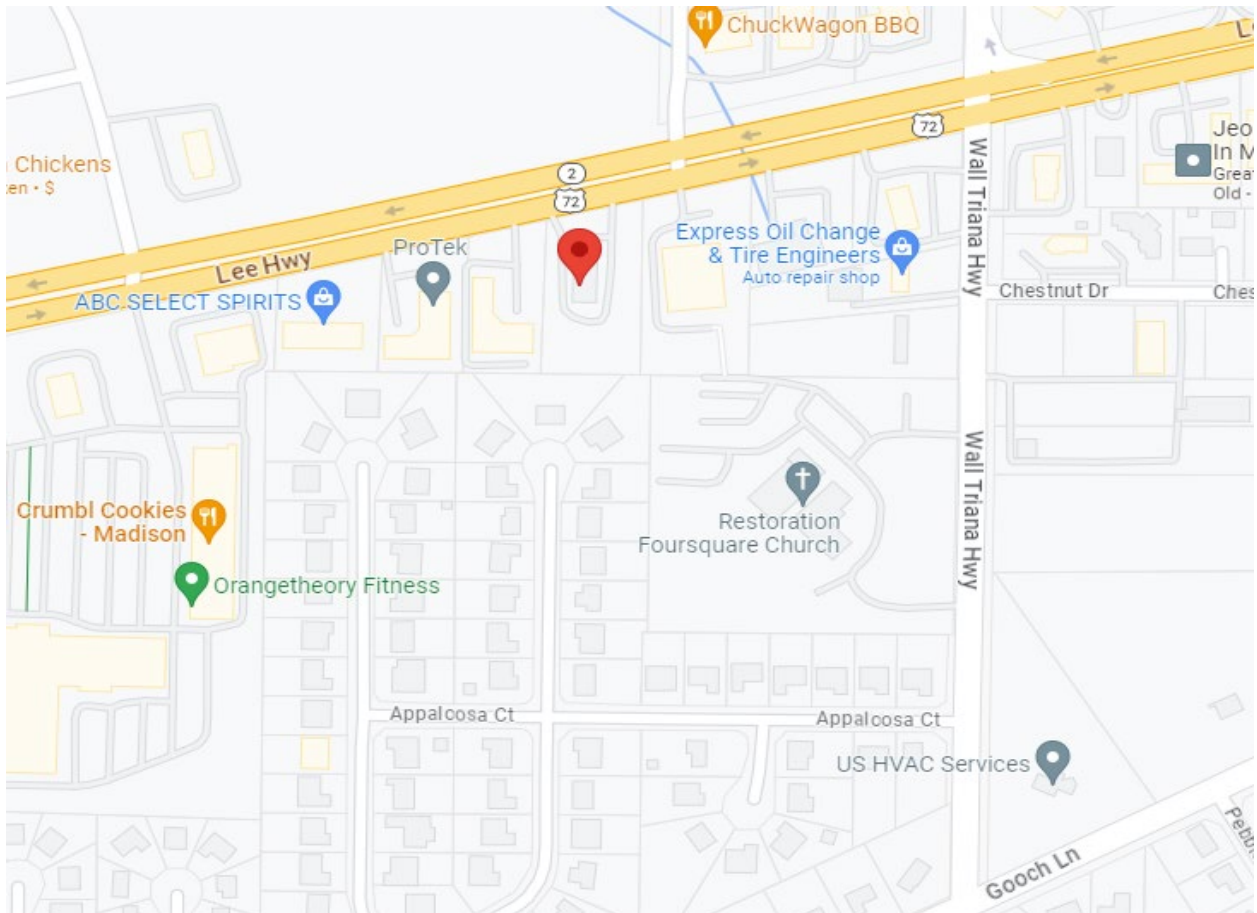
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2023-351-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE
EVERSTEAD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective November 13, 2023, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for The Everstead.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of November 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: The Everstead at Madison

Principal: Everstead at Madison, LLC

Bond No: 1081395 Amount: \$31,488.75 LOC Cash ✓

KNOW ALL MEN BY THESE PRESENTS that the above-referenced PRINCIPAL is held and firmly bound unto the City of Madison, Alabama (the "CITY") in the above stated amount for the payment of which sum the above listed and attached security is irrevocably pledged. Said PRINCIPAL, and The Hanover Insurance Company, its Surety, if applicable, does successively bind itself, its heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective as of the above referenced acceptance date; and

WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said improvements within that period, whether resulting from negligence or defective or inferior materials or workmanship, shall be promptly repaired, replaced, or corrected at the expense of the PRINCIPAL or its Surety.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall replace, repair, or correct any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said subdivision improvements within two (2) years from and after the acceptance date, whether resulting from negligence or defective or inferior materials or workmanship, then the above obligation shall be void, otherwise to remain in full force and effect.

Inspection and acceptance of the subdivision improvements by the CITY shall in no way affect the obligation created by this BOND. In the event of any default by the PRINCIPAL, or its Surety, if applicable, in the performance of the condition of this BOND, after written notice and demand to PRINCIPAL by the City, or in the event that the CITY shall incur any cost, obligation, or fee in performing the condition of this bond after a refusal or failure of PRINCIPAL to do so, then said PRINCIPAL, and Surety if applicable, shall be obligated to the CITY for the amount of such cost, obligation, or fee. Said obligation of the PRINCIPAL IS EXPRESSLY UNDERSTOOD AND AGREED NOT TO BE LIMITED TO THE AMOUNT OF THIS BOND. In the event that any action is commenced by the CITY for the enforcement of the obligations and penalties of this BOND, the PRINCIPAL, and applicable sureties, jointly and severally waive all claims of

exemption which they may have or be entitled to under the constitution and laws of the State of Alabama and agree to pay reasonable attorneys' fees for the prosecution of such suit by the City Attorney.

IN WITNESS WHEREOF, we hereunto set our names and seals on this 4th day of October, 2023.


WITNESS

PRINCIPAL The Everstead at Madison, LLC

By: 


Its: W Christopher Hart, Authorized Signatory

SURETY The Hanover Insurance Company

By: 

Its: Jeffrey M. Wilson, Attorney-in-Fact

APPROVED:


City Engineer

11/8/2023
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

**CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
APPLICATION FOR ACCEPTANCE AND DEDICATION OF
SUBDIVISION IMPROVEMENTS**

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: The Everstead at Madison

Plat Book: 2023 Page: 359-360 or Document # Plat Book 2023 Page 359-360

Probate Records of Madison County, Alabama

The undersigned developer of the above-referenced subdivision hereby applies for acceptance of the subdivision into the maintenance programs of the City of Madison and its Water and Wastewater Board. Applicant hereby dedicates the water and sanitary sewer system of said subdivision to the Water and Wastewater Board of the City of Madison, and all other subdivision improvements to the City of Madison, subject only to final acceptance of same by each of said entities.

The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

The undersigned developer accepts responsibility for maintenance of said improvements in accordance with maintenance bonds submitted to the City of Madison and its Water and Wastewater Board.

Date: 10/31/21

Developer: WCH Everstead at Madison, LLC

Address: c/o Landmark Properties, 315 Orange St., Athens Ga 30601

By: WCH, W. Christopher Hart, Authorized Signatory

ENGINEERING CERTIFICATION

This is to certify that the sanitary sewer and water systems, the streets, curbs and gutters, and other required subdivision improvements lying within the above-referenced subdivision, are complete, free from defect, and have been constructed in accordance with approved plans and specifications and applicable construction standards of the City of Madison and its Water and Wastewater Board within dedicated easements and/or rights-of-way.

This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

It is understood by the undersigned consulting engineer that representatives of the City of Madison and its Water and Wastewater Board will rely on this certification in determining whether to recommend acceptance of the above-said improvements into the maintenance programs of the Board and the City.

Date: 10/30/2023

Consulting Engineers: Croy Engineering, LLC.

Address: 603 Madison Street, Huntsville, AL 35801

By: Chris Croy

**CITY OF MADISON &
WATER AND WASTEWATER BOARD OF THE CITY OF MADISON
SUBDIVISION ACCEPTANCE FORM**

Subdivision: The Everstead at Madison

Plat Book: 2023 Page: 359-360 or Document # Plat Book 2023 Page 359-360

Probate Records of Madison County, Alabama

The water and sanitary sewer systems of the above-referenced subdivision have passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.


Board Inspector

All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced water and sanitary sewer systems in the above-referenced subdivision are ready for acceptance by the Board.


General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 6th day of November, 2023, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.


Board Chairman

Subdivision improvements in the above-referenced subdivision (other than water and sanitary sewer systems accepted by the Water and Wastewater Board) have passed inspection and are hereby recommended for acceptance into the maintenance program of the City of Madison.

City Inspector

All required construction plans, bonds, and other documents and certifications have been submitted and the subdivision improvements (other than water and sanitary sewer systems accepted by the Water and Wastewater Board) are ready for acceptance by the City of Madison.


Director of ~~Planning~~ Engineering

Upon affirmative vote of the City Council of the City of Madison on this the _____ day of _____, _____, dedicated subdivision improvements in the above-referenced subdivision are hereby accepted into the maintenance system of the City of Madison.

Council President

Mayor

RESOLUTION NO. 2023-370-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH TNB CONSTRUCTION & CONCRETE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with TNB Construction & Concrete for the design and construction of ADA compliant sidewalk ramps 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 Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; 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 TNB Construction & Concrete 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 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and TNB Construction & Concrete an Alabama corporation located at 233 Stokes Street Unit, D Huntsville Alabama 35805, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS the City of Madison requires the design and construction of ADA compliant sidewalk ramps; 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: dig out and haul away asphalt/concrete for the set up and pour of eight ADA compliant sidewalk pads.
- B. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. 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.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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 **twenty eight thousand four hundred fifty dollars (\$28,450.00)**, payable as services are rendered and invoiced to City. Consultant is solely responsible for submission of invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated

for any other expenses.

- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. 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*

All notices to Consultant shall be addressed to:

*Wilie Hawkins
TNB Concrete and Construction
233 Stokes Street, Unit D
Huntsville, AL 35805*

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. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa 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 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 November 2023.

Notary Public

**TNB Construction & Concrete
Consultant**

By: _____

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 TNB Construction & Concrete is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public



TNB CONSTRUCTION & CONCRETE

Footing * Driveways * Patios * Slabs * New Construction * Foundation * Remodeling

233 Stokes Street Item B.
D
Huntsville, AL 35805
Phone (256)326-9871
Fax (256)539-6482
tnbconcrete@aol.com

PROPOSAL

Proposal Submitted To:
Cody Wright
Madison City Engineering

Date: October 13, 2023
Phone: (256) 694-0509
Email: @.com

TNB President/Contact Info
Willie Hawkins 256-326-9871

PROJECT: Lewis Lane/ Barbara Dr. Madison, AL 35758

We hereby submit specifications and estimates for:

Concrete ADA Repairs

1. Dig out and haul away asphalt/concrete
2. Set up and pour 8 ADA sidewalk/Pads
3. Concrete will be 5 inches thick reinforced with fiber mesh
4. Concrete will have broom finish with ADA mats
5. Back fill and sod included in price
6. TNB will provide all labor and materials

We Propose hereby to furnish labor and materials – complete in accordance with above specifications, for the sum of:

Twenty-Eight Thousand Four Hundred Fifty 00/100

Dollars (\$ 28,450)

Comments: Concrete Truck must be allowed to pull up to area or Owner will have to Pay for a Concrete Pump.

Acceptance of Proposal – 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.

Signature _____

Signature _____

Date of Acceptance: _____

RESOLUTION NO. 2023-381-R

**A RESOLUTION AUTHORIZING CONTRACTOR AGREEMENT
WITH SHOALS ELECTRIC COMPANY, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to negotiate and execute on behalf of the City, a contractor agreement with Shoals Electric Company, Inc., based on the attached price quotation for the purchase and installation of the existing traffic signal pole located at the intersection of County Line Road and Hardiman Road, dated October 23, 2023, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR AGREEMENT

This AGREEMENT is made and entered into this 13th day of November 2023, by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as “Owner”, and Shoals Electric Company, Inc., hereinafter referred to as the “Contractor.”

WITNESSETH:

1. Scope of Work: For and in consideration of the payment by Owner as hereinafter provided, Contractor does hereby contract and agree to install an upright traffic control pole at the intersection of County Line Road and Hardiman Road (the “Work”) in accordance with Owner’s plans, specifications, and directions and in accordance with the following exhibit, which is attached to this Agreement and incorporated into it by reference:

(a) Exhibit A: Quote dated October 23, 2023.

2. Compensation: For the above-described work as and when satisfactorily performed, Owner agrees to pay CONTRACTOR by monthly progress payments for the total sum of **fifteen thousand nine hundred dollars (\$15,900.00)**.

3. Additional Services: Contractor shall make all alterations and changes, and perform all extra work or omit any work, which the Owner may require in writing, and at a reasonable addition to or deduction from the contract price set forth herein. NO EXTRA WORK, ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON WRITTEN ORDER FROM OWNER, AND OWNER SHALL NOT BE HELD LIABLE TO CONTRACTOR FOR ANY EXTRA WORK, ALTERATIONS OR CHANGES FURNISHED WITHOUT SUCH WRITTEN ORDER. NO OFFICER, EMPLOYEE, OR AGENT OF OWNER HAS ANY AUTHORITY TO DIRECT ANY EXTRA WORK ALTERATIONS OR CHANGES BY ORAL ORDER.

4. Term of Agreement: 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 Contractor’s fulfillment of the terms of the Scope of Work contained herein.

5. Time of the Essence: Time is of the essence in Contractor’s performance of its work, and Contractor shall perform according to the schedule furnished by Owner. The schedule can be updated or revised by the Owner, and the Contractor shall perform accordingly. Should Contractor be delayed in its final completion through no fault of its own, its subcontractors, or vendors, it will only be entitled to a commensurate extension of time in the schedule, and Contractor hereby waives any monetary claim for delay, disruption, inefficiency, impact, or suspension.

6. Subcontractors: Contractor shall promptly make payments to all persons supplying the Contractor with labor, tools, supplies, and equipment used or to be used in the prosecution of the work or in connection therewith. Any payments not so made by the Contractor when earned or due may be made by the Owner and the amounts thereof deducted from any moneys at any time earned or due the Contractor under this agreement. Furthermore, Contractor shall hold and save the Owner harmless from any and all claims, actions, suits, or liens by any such persons. Contractor hereby waives and releases any lien or right of lien it may assert against the improved property, the Owner, or any contract funds as provided by law or in equity.

7. Work Conditions: All construction and work performed hereunder by Contractor and its employees, if any, shall be in strict accordance with the plans, specifications, and directions furnished by the Owner. Contractor shall, at Contractor's expense, comply with the Owner's clean-up, operational, and other facility procedures and shall at all times keep the premises free from debris and unsafe conditions resulting from the Contractor's Work. Contractor shall give adequate notices to any and all authorities pertaining to the Contractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Contractor's Work.

8. Owner Suspension of Work: Owner may expressly order the Contractor in writing to suspend, delay, interrupt, or terminate all or any part of the Contractor's work for such period of time as may be determined to be appropriate for the convenience of the Owner. In such event, Owner shall not be liable for unearned anticipated profit on the Contractor's work not performed as of the termination date, nor shall Owner be liable to the Contractor for any delay, impact, consequential, indirect, or other damages.

9. Compliance with Laws: Contractor promises and agrees that it will be responsible for all workmen employed or engaged by it in the performance of this contract and that it will be responsible for complying with all Federal and State laws and regulations pertaining to the withholding of income taxes, Social Security, and unemployment compensation payments of its employees. Contractor warrants and agrees that it and its employees shall at all times observe and comply with all applicable laws and regulations of the United States and of any state, county, or city having jurisdiction of the place where any work hereunder is being done.

Contractor agrees to fully comply with the Occupational Safety & Health Act of 1970 and successive legislation and any and all regulations issued pursuant thereto.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor hereby represents, warrants and covenants to Owner as follows: Contractor (i) has complied, and shall at all times during the term of this agreement comply, in all respects with all immigration laws, statutes, rules, codes, orders and regulations, including, without limitation, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto, (ii) has

properly maintained, and shall at all times during the term of this agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees, and (iii) has responded, and shall at all times during the term of this agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms.

Contractor shall defend, indemnify, and hold Owner harmless from any claims or charges of any kind by reason of Contractor failing to fully comply with said statutes and regulations, and agrees to reimburse the Owner for any fines, damages, or expenses of any kind incurred by the Owner by reason of the Contractor's failure to comply. Contractor shall be solely responsible for project safety and is solely responsible for the safety of its own employees.

10. Independent Contractor: It is expressly agreed by and between the parties hereto that the Contractor is an independent contractor and said Contractor shall not be deemed or construed to be an employee or agent of Owner, or any of Owner's elected officials, principals, employees, members, managers, partners, or affiliates.

11. Insurance & Indemnification: Contractor will furnish Owner a Certificate of Insurance acceptable to Owner and naming Owner as an additional insured, at the time of execution of this Agreement. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner (including its affiliates, parents, and subsidiaries) and all of its agents, officers, elected officials, members, managers, and employees from and against all claims, damages, losses, and expenses, including but not limited to, court costs, and reasonable attorney's fees, arising out of, related to or resulting from the performance of the Contractor's work or the Contractors' failure to perform its obligations under this Agreement, regardless of whether such claims, damages, losses, and expenses are caused by, or are alleged to be caused by, in whole or in part, the acts, omissions, or negligence of a party indemnified hereunder.

12. Termination: If the Contractor refuses or fails to supply enough properly skilled workers, competent supervision, or proper materials, to maintain the schedule of work, or to make prompt payment to its workers, subcontractors, or suppliers, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is responsible for a material breach of this Agreement, and thereafter fails within three (3) working days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner, without prejudice to any others rights or remedies, shall have the right to terminate Contractor's employment under this Agreement and withhold payment of any monies due the Contractor pending corrective or curative action to the extent required by and to the satisfaction of the Owner. All of the costs incurred by the Owner in completing or correcting the Contractor's work, including overhead, profit, court costs and reasonable attorney's fees, shall be deducted from any monies due or to become due the Contractor from Owner and shall otherwise be reimbursed by the Contractor and its surety.

13. Governing Law & Dispute Resolution: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement. All claims, disputes, and any other matters in question between Owner and the

Contractor arising out of or relating to this Agreement, at the sole election of the Owner, shall be decided either by a court located in Madison County, Alabama, or by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The location of the arbitration proceeding shall be Madison County, Alabama. Any award rendered by the arbitrators shall be final, and judgment may be entered thereon in accordance with applicable law in any court having jurisdiction thereof.

14. Open Trade: By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

15. Entire Agreement: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. There shall be no modification of this Agreement, except in writing, signed by both parties, executed with the same formalities as with original instrument.

16. Severability: 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.

17. Waiver: 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.

18. No Third-Party Beneficiaries: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

19. Conflicts: 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.

20. Headings: 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.

21. Notices:

All notices to the City shall be addressed as follows:
City of Madison Engineering Department
Attn: Director
100 Hughes Road
Madison, Alabama 35758

With a copy to:

City of Madison Legal Department
Attn: City Attorney
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:
Shoals Electric Company, Inc.
P.O. Box 2448
Muscle Shoals, Alabama 35661

22. Counterparts: This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

Shoals Electric Company, Inc.
CONTRACTOR

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF _____ §

§

COUNTY OF _____ §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Shoals Electric Compnay, 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 and official seal this _____ day of _____, 2023.

Notary Public



October 23, 2023

Michelle Dunson

Ref: County line and Hardiman pole damage

Sir:

We Shoals Electric would like to submit a price of \$15,900.00 to replace the upright at Hardiman. If we can help in any way, please feel free to give us a call at any time.

Pole: \$15,900.00

This quote is good for 30 calendar days.

Thanks,

Jamie Prater
Vice President/Owner
Shoals Electric
704 Davidson Av.
Muscle Shoals, AL 35662
Office # 256-381-4146
Cell # 256-483-9525
Fax # 256-381-4147
EMAIL- Jprater@shoalselectric.com

RESOLUTION NO. 2023-374-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH NOLA VAN PEURSEM ARCHITECTS
FOR PUBLIC SAFETY ANNEX**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with Nola Van Peursem Architects for the provision of professional architectural design services for the renovation of the Public Safety Annex, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Standard Form of Agreement Between Owner and Architect," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the Agreement, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; 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 Nola Van Peursem Architects 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 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Madison
 100 Hughes Road
 Madison, Alabama 35758

and the Architect:
(Name, legal status, address and other information)

Nola | Van Peursem Architects, P.C.
 301 Jefferson Street North
 Huntsville, Alabama 35801

for the following Project:
(Name, location and detailed description)

City of Madison Public Safety Annex
 23A Ludie Richard Drive
 Madison, Alabama 35758

The Project shall consist of the renovation and addition to the existing building at 23A Ludie Richard Drive in Madison, AL. The renovations shall include a fire station with the construction of a two-bay apparatus bay for four fire trucks, renovations for Madison city services to be determined. Site work shall be limited to the driveways associated with the apparatus bay, and landscaping and utilities directly adjacent to the existing building.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA3C)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner shall provide a program for the various spaces of the building.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The site is the existing one story building located at 23A Ludie Richard Drive in Madison, Alabama. It consists of approximately 38,000 square feet.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined, tentatively within the range of Five Million Dollars (\$5,000,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

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Demolition Package Sixty (60) days
Construction Package One Hundred Twenty (120) days

.2 Construction commencement date:

As soon as possible

.3 Substantial Completion date or dates:

City Services Area - Two Hundred Ten (210) days
Fire Station - Three Hundred Sixty (360) days

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Gerald Smith
Director of Facilities and Ground
City of Madison
100 Hughes Road
Madison, Alabama 35758

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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User Notes:

(3B9ADA3C)

To be billed as a pass thru on Architectural Services. See Reimbursables

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Robert Van Peurse, AIA, Principal
Nola | Van Peurse Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801
(256) 533-6617
robvanp@nvparchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

John Powell
PEC Structural Engineering
3005 L and N Drive SW, Suite 3
Huntsville, Alabama 35801
(256) 533-3042

.2 Mechanical Engineer:

Kevin Mims
Mims Engineering
112 Southside Square, Suite B
Huntsville, Alabama 35801
(256) 881-4126

.3 Electrical Engineer:

Jack R. Morgan, Jr.
EE Group, Inc.
1521 Rainbow Drive
Gadsden, Alabama 35901
(256) 413-7717

§ 1.1.11.2 Consultants retained under Supplemental Services:

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User Notes:

(3B9ADA3C)

Chad Bostick, Bostick Landscape Architects, 413 Homewood, Huntsville, Alabama 35801, (256) 361-9252; and Jason Phillips, J.M. Phillips Engineering, LLC, 4950 Corporate Drive, Suite 135N, Huntsville, Alabama 35805, (256) 429- 9150.

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the 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.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 Architect shall provide waivers of subrogation in favor of Owner on its Workers' Compensation, commercial General Liability, Umbrella Liability, and Automobile Insurance policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

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- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Owner

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§ 4.1.1.4 Existing facilities surveys	Architect/Owner
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2 Multiple preliminary designs - three Schematic solutions are in basic services. Additional schemes will be hourly to not to exceed \$1,800 per scheme.

4.1.1.4 Existing facilities surveys - Site topo and boundary survey (TBD). Reviewing existing building conditions and infrastructure hourly to a not to exceed \$4,000. Structural survey and analysis of existing metal structure (TBD).

4.1.1.5 Site Evaluation and planning - Included in the Base Bid, no extra fee

4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate

4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. Higher level of designs can be furnished on an hourly rate.

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4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.
 4.1.1.30 Other Supplement Services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.1. Programming - Owner shall provide a list of rooms, desired sizes and intended use
 4.1.1.11 - Value analysis - the Owner shall analyze different building system costs to aid in the selection of systems
 4.1.1.30 Other Supplemental Services- hazardous material testing and abatement design will be by Owner if required.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

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- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty Six (26) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation,

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ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Cost of the work shall include the estimated sales tax savings on the construction value.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's

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budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

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pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Zero

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Five Thousand Dollars (\$5,000.00)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

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N/A

.2 Percentage Basis
(Insert percentage value)

Eight percent (8 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.2 Multiple preliminary designs - Additional schemes will be reimbursed per an hour rate not to exceed \$1,800.00 per scheme

4.1.1.4 Existing facilities surveys - Site topo and boundary survey TBD. Reviewing existing building conditions and infrastructure hourly to a not to exceed \$4,000.00. Structural survey and analysis of existing metal trusses TBD.

4.1.1.5 Site evaluation and planning - Included in the Base Bid, no extra fee

4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate

4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. High level of designs can be furnished on an hourly rate

4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.

4.1.1.30 Other Supplemental services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per 11.7

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Fifty	percent (50	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

Init.

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Principal Architect	\$195.00 Hour
Architect	\$125.00 Hour
Construction Administration	\$90.00 Hour
Intern Architect	\$90.00 Hour
Interior Designer	\$90.00 Hour
Technician I	\$80.00 Hour
Specifications Writer	\$70.00 Hour
Technician II	\$60.00 Hour
Administrative	\$50.00 Hour
Consulting Engineer	\$250.00 Hour
Consulting Designer	\$195.00 Hour
Consulting Technician	\$185.00 Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Paul Finley, Mayor
(Printed name and title)

ARCHITECT (Signature)

Robert Van Peurse, AIA, Principal
(Printed name, title, and license number, if required)

Init.

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Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:12:37 ET on 10/23/2023.

PAGE 1

City of Madison
100 Hughes Road
Madison, Alabama 35758

...

Nola | Van Peursem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801

...

City of Madison Public Safety Annex
23A Ludie Richard Drive
Madison, Alabama 35758

The Project shall consist of the renovation and addition to the existing building at 23A Ludie Richard Drive in Madison, AL. The renovations shall include a fire station with the construction of a two-bay apparatus bay for four fire trucks, renovations for Madison city services to be determined. Site work shall be limited to the driveways associated with the apparatus bay, and landscaping and utilities directly adjacent to the existing building.

PAGE 2

Owner shall provide a program for the various spaces of the building.

...

The site is the existing one story building located at 23A Ludie Richard Drive in Madison, Alabama. It consists of approximately 38,000 square feet.

...

To be determined, tentatively within the range of Five Million Dollars (\$5,000,000.00).

PAGE 3

Demolition Package Sixty (60) days

...

Construction Package One Hundred Twenty (120) days

...

As soon as possible

...

City Services Area - Two Hundred Ten (210) days

...

Fire Station - Three Hundred Sixty (360) days

...

Competitive Bid

...

N/A

...

Gerald Smith
Director of Facilities and Ground
City of Madison
100 Hughes Road
Madison, Alabama 35758

...

N/A

...

TBD**PAGE 4**To be billed as a pass thru on Architectural Services. See Reimbursables

...

N/A

...

Robert Van Peursem, AIA, Principal
Nola | Van Peursem Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801
(256) 533-6617
robvanp@nvparchitects.com

...

John Powell

...

PEC Structural Engineering

...

3005 L and N Drive SW, Suite 3

...

Huntsville, Alabama 35801

...

(256) 533-3042

...

Kevin Mims

...

Mims Engineering

...

112 Southside Square, Suite B

...

Huntsville, Alabama 35801

...

(256) 881-4126

...

Jack R. Morgan, Jr.

...

EE Group, Inc.

...

1521 Rainbow Drive

...

Gadsden, alabama 35901

...

(256) 413-7717**PAGE 5**

Chad Bostick, Bostick Landscape Architects, 413 Homewood, Huntsville, Alabama 35801, (256) 361-9252; and Jason Phillips, J.M. Phillips Engineering, LLC, 4950 Corporate Drive, Suite 135N, Huntsville, Alabama 35805, (256) 429- 9150.

...

N/A

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the 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.

...

§ 2.5.9 Architect shall provided waivers of subrogation in favor of Owner on its Workers' Compensation, commercial General Liability, Umbrella Liability, and Automobile Insurance policies.

PAGE 12

§ 4.1.1.1 Programming	<u>Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Owner</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect/Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>

§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Architect</u>
§ 4.1.1.11	Value analysis	<u>Owner</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Not Provided</u>
§ 4.1.1.16	As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Owner</u>

...

4.1.1.2 Multiple preliminary designs - three Schematic solutions are in basic services. Additional schemes will be hourly to not to exceed \$1,800 per scheme.

4.1.1.4 Existing facilities surveys - Site topo and boundary survey (TBD). Reviewing existing building conditions and infrastructure hourly to a not to exceed \$4,000. Structural survey and analysis of existing metal structure (TBD).

4.1.1.5 Site Evaluation and planning - Included in the Base Bid, no extra fee

4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate

4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. Higher level of designs can be furnished on an hourly rate.

4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.

4.1.1.30 Other Supplement Services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

PAGE 13

4.1.1.1. Programming - Owner shall provide a list of rooms, desired sizes and intended use

4.1.1.11 - Value analysis - the Owner shall analyze different building system costs to aid in the selection of systems

4.1.1.30 Other Supplemental Services- hazardous material testing and abatement design will be by Owner if required.

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Twenty Six (26) visits to the site by the Architect during construction

...

- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 15

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner. Cost of the work shall include the estimated sales tax savings on the construction value.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

Zero

...

Five Thousand Dollars (\$5,000.00)

PAGE 21

N/A

...

Eight percent (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

4.1.1.2 Multiple preliminary designs - Additional schemes will be reimbursed per an hour rate not to exceed \$1,800.00 per scheme

4.1.1.4 Existing facilities surveys - Site topo and boundary survey TBD. Reviewing existing building conditions and infrastructure hourly to a not to exceed \$4,000.00. Structural survey and analysis of existing metal trusses TBD.

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- 4.1.1.5 Site evaluation and planning - Included in the Base Bid, no extra fee
- 4.1.1.10 Architectural interior design - Materials and color selection included in Base Bid. Meetings beyond two will be reimbursed at hourly rate
- 4.1.1.21 Telecommunications/data design - We assume standard office level data port designs with WAP's in the Base Bid. High level of designs can be furnished on an hourly rate
- 4.1.1.26 Additional Bid Packages, if any can be provided and administrated on an hourly rate basis.
- 4.1.1.30 Other Supplemental services - Geotechnical subsurface investigation and construction, material testing can be a pass thru reimbursable.

...

Hourly per 11.7

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15%), or as follows:

...

Schematic Design Phase	<u>Ten</u>	percent (<u>10</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

PAGE 22

<u>Principal Architect</u>	<u>\$195.00 Hour</u>
<u>Architect</u>	<u>\$125.00 Hour</u>
<u>Construction Administration</u>	<u>\$90.00 Hour</u>
<u>Intern Architect</u>	<u>\$90.00 Hour</u>
<u>Interior Designer</u>	<u>\$90.00 Hour</u>
<u>Technician I</u>	<u>\$80.00 Hour</u>
<u>Specifications Writer</u>	<u>\$70.00 Hour</u>
<u>Technician II</u>	<u>\$60.00 Hour</u>
<u>Administrative</u>	<u>\$50.00 Hour</u>
<u>Consulting Engineer</u>	<u>\$250.00 Hour</u>
<u>Consulting Designer</u>	<u>\$195.00 Hour</u>
<u>Consulting Technician</u>	<u>\$185.00 Hour</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

PAGE 23

N/A

...

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

N/A

...

N/A

PAGE 24

Paul Finley, Mayor

Robert Van Peurse, AIA, Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert Van Peurse, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:12:37 ET on 10/23/2023 under Order No. 4104239436 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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RESOLUTION NO. 2023-385-R**RESOLUTION TO AMEND CONTRACT WITH LEE COMPANY
TO PROVIDE ADDITIONAL HVAC MAINTENANCE TO
SUNSHINE OAKS AND PALMER PARK**

WHEREAS, on October 11, 2021, in accordance with the Alabama Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for HVAC Maintenance for nine (9) City properties (hereinafter the "Project"); and

WHEREAS, all sealed Bids were timely and properly submitted in response to the Project's Invitation to Bid on or about November 10, 2021; and,

WHEREAS, after review and consideration of all Bids submitted, City staff selected *Lee Company* as the lowest responsible bidder for the Project upon a submitted bid of \$97,884 yearly costs for HVAC maintenance of the nine (9) properties; and

WHEREAS, on or about December 2, 2021, the City entered a contract with *Lee Company* for a period of one (1) year with the parties having an option to renew the contract for up to three (3) total years; and

WHEREAS, upon the recommendation of Facilities and Grounds Director, Gerald Smith, the City seeks to amend the Contract so that *Lee Company* shall also provide additional HVAC maintenance services to the Sunshine Oaks and Palmer Park facilities, and

WHEREAS, the additional cost of HVAC services for the two (2) facilities will increase the cost of the annual contract by \$4,692.00; and

WHEREAS, the amendment to the contract shall not exceed the statutory thresholds to require a new bid nor does the additional cost constitute more than a ten percent (10%) increase to the cost of the contract requiring any additional bid considerations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor or his designee shall be hereby authorized to execute an agreement to provide for additional HVAC maintenance to the Sunshine Oaks and Palmer Park facilities in accord with those terms and conditions provided in the "Amended Contractor Services 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 to *Lee Company* in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED AND ADOPTED this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
Legal Department—Competitive Purchasing Division
INVITATION TO BID
#2021-011-ITB | HVAC Maintenance Program

AMENDED AGREEMENT FOR HVAC MAINTENANCE PROGRAM

THIS AGREEMENT is amended to provide for those additional terms provided herein for HVAC Maintenance for City facilities known as Sunshine Oaks and Palmer Park and 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 Lee Company, hereinafter referred to as “Contractor.”

WITNESS TO:

WHEREAS, on October 11, 2021, in accordance with the Alabama Competitive Bid Law set forth in Title 41 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for HVAC Maintenance for nine (9) City properties (hereinafter the “Project”); and

WHEREAS, all sealed Bids were timely and properly submitted in response to the Project’s Invitation to Bid on or about November 10, 2021; and,

WHEREAS, after review and consideration of all Bids submitted, City staff selected *Lee Company* as the lowest responsible bidder for the Project upon a submitted bid of \$97,884 yearly costs for HVAC maintenance of the nine (9) properties; and

WHEREAS, on or about December 2, 2021, the City entered a contract with *Lee Company* for a period of one (1) year with the parties having an option to renew the contract for up to three (3) total years; and

WHEREAS, upon the recommendation of Facilities and Grounds Director, Gerald Smith, the City seeks to amend the Contract so that *Lee Company* shall also provide additional HVAC maintenance services to the Sunshine Oaks and Palmer Park facilities in addition to the nine (9) properties originally subject to this agreement; and

WHEREAS, the additional cost of HVAC services for the two (2) facilities will increase the cost of the annual contract by \$4,692.00; and

WHEREAS, the amendment to the contract shall not exceed the statutory thresholds to require a new bid nor does the additional cost constitute more than a ten percent (10%) increase

to the cost of the original contract.

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

A. SERVICES TO BE PROVIDED.

The parties agree to expand the number of City properties subject to this agreement to include the Sunshine Oaks and Palmer Park facilities.

B. FINANCIAL ARRANGEMENTS.

The parties agree to increase the annual cost of HVAC maintenance (1) for Sunshine Oaks by \$1,980.00 and (2) for Palmer Park by \$2,712.00.

C. ORIGINAL AGREEMENT.

All other terms and conditions of the December 2, 2021 Agreement for HVAC Maintenance Program remain in full force and effect with this amendment as if entirely incorporated herein.

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 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 November 2023.

Notary Public

Lee Company

By: _____

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 Lee Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public



City of Madison
Attn: Gerald Smith

10/26, 2023

Re: Maintenance Agreement Additions/Changes

Dear Gerald Smith:

I want to thank you for allowing Lee Company the opportunity to continue providing maintenance on the HVAC equipment serving your facility. Per your request, we offer the following changes to your maintenance agreement.

Add the 2 new sites listed below to the existing Max Protection Agreement. The same terms and scope of maintenance will apply.

Service Location	Annual Cost
Palmer Park 574 Palmer Road Madison, Alabama 35758	\$1,980.00
Future Disc Golf 228 Mose Chapel Road Madison, Alabama 35758	\$2,712.00

This revision will result in an addition of **\$4,692.00** to the current annual amount of \$93,192.00. The revised annual investment will be **\$97,884.00** beginning on 12/01/2023. Your new monthly billing amount will be \$8,157.00.

Please see Exhibit A for the equipment and filter inventory.

General terms and conditions outlined in the original maintenance agreement will apply.

Sincerely,

Stuart Casey
Facility Solutions Consultant

Accepted by: _____

Print Name: _____

Title: _____

Date: _____



Exhibit A

Inventory of Equipment – Palmer Park

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location
2	PTAC 001-002	Friedrich	N/A	N/A		Concessions
1	SPLT 001	Carrier	CA14NA048-A	2322X89399	4 Ton	Ground

Air Filter Service – Palmer Park

Unit	Qty	Changes/Yr	Size	Type
PTAC 001-002	2	4	N/A	Washable Filter
SPLT 001	1	4	1X20X22	Extended Surface Pleated

Inventory of Equipment – Future Disc Golf

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location
1	SPLT 001	Carrier	38TXA024300	0899E05693	2 Ton	Ground
1	SPLT 002	Carrier	24ACC460A300	1219E10139	5 Ton	Ground

Air Filter Service – Future Disc Golf

Unit	Qty	Changes/Yr	Size	Type
SPLT 001	1	4	1X20X30	Extended Surface Pleated
SPLT 002	1	4	1X20X30	Extended Surface Pleated





Franklin
331 Mallory Station Road
Franklin, Tennessee 37067
p 615.567.1000 • f 615.567.1027

Cumberland
1140 First Avenue South
Baxter, Tennessee 38544
p 931.520.3434 • f 877.572.3856

North Alabama
26670 Success Drive SW, Ste H
Madison, Alabama 35756
p 256.353.1500 • f 256.898.3446

Bluegrass
5237 Nashville Road, Building 6
Bowling Green, Kentucky 42101
p 270.467.7000 • f 270.282.8783

ORDINANCE NO. 2023-377

**AN ORDINANCE TO AMEND SECTION 11, "ATTENDANCE AND LEAVE," OF THE
CITY OF MADISON PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the City Council has previously adopted the *City of Madison Personnel Policies and Procedures* and last amended Section 11, "Attendance and Leave," in October of 2020; and

WHEREAS, City Department Heads have proposed edits to the policy, and the City Council desires to amend said Section 11, "Attendance and Leave," in the manner set forth in the attached document;

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

SECTION 1. That the current Section 11 of the *City of Madison Personnel Policies and Procedures* is replaced in its entirety with that document identified as "Section 11" attached hereto.

SECTION 2. That all ordinances, resolutions, or provisions in conflict with this Ordinance are hereby repealed.

SECTION 3. That if any clause, phrase, sentence, paragraph, or provision of the hereby-amended Section 11 shall be invalidated by a court of competent jurisdiction, it is the intent of the Council that such invalidation shall not affect the validity of any other clause, phrase, sentence, paragraph, or provision thereof.

SECTION 4. That this Ordinance shall become effective on December 1, 2023.

SECTION 5. That the revised provisions regarding Separation and Rehire in Section 11.2.3 and the revised provisions regarding return-to-service Eligibility in Section 11.2.1 shall have retroactive application for employees re-hired in the past calendar year from the date of this Ordinance.

READ, PASSED, and ADOPTED this _____ day of November, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November, 2023.

Paul Finley, Mayor
City of Madison, Alabama

POLICY: ATTENDANCE AND LEAVE

Policy Section No. 11

Date Issued: ~~June 24, 2002~~TBD
12, 2020

————— Last Revision: October

SECTION 11 – ATTENDANCE AND LEAVE

Section	Topic and Subsections	Subtopic	Pages
11.1	Work Schedules and Attendance		2 - 5
11.2	Leave and Holidays		6 - 34
	□ 11.2.1	Annual Leave	6 - 8
	□ 11.2.2	Personal Leave	8
	□ 11.2.3	Sick Leave	9 - 11
	□ 11.2.4	Paid Administrative Leave □ Severe Weather □ Bereavement Leave □ Blood Donation Leave □ Voting Leave	12 - 14
	□ 11.2.5	Military Leave	14 - 17
	□ 11.2.6	Family Medical Leave	18 - 25
	□ 11.2.7	Workers' Compensation Leave and Light Duty	26 - 27
	□ 11.2.8	Holidays	28 - 30
	□ 11.2.9	Leave Without Pay Excused	30
	□ 11.2.10	Absence Without Pay Unexcused	30
	□ 11.2.11	No-Pay Status	30
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POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: ~~June 24, 2002~~TBD
12, 2020

————— Last Revision: October
12, 2020

11.1 WORK SCHEDULES AND ATTENDANCE

Hours of Work. City offices and Departments will be open for business as established by the Mayor in coordination with the City Council and Department Heads.

Work Schedule. Each Department Head will establish the actual work schedule for the Department in accordance with the needs of the Department and the City.

**10-Hour and
12-Hour Day
Schedules.**

Any department or employees assigned to a 10-hour per day schedule and up to 12-hour schedule for Police Officers (or a similar compressed work week) shall either: (1) have their schedule changed to a typical 5-day, 8-hour per day schedule for any week when holidays are assigned in order to manage the 8-hour holiday provisions; OR, (2) continue the compressed schedule in a holiday week and receive 8-hours holiday pay and supplement 2-hours (or supplement 4-hours for Police Officers, or more, if necessary) with any other applicable leave, or take leave without pay excused in order to manage the 8-hour holiday provisions. This requirement and options shall be decided and managed by each applicable Department Head.

**Regular Full-Time
Workweek.**

Normally, the regularly scheduled workweek for regular full-time classified service nonexempt employees will be forty (40) hours. However, in public safety jobs, where the Fair Labor Standards Act (FLSA) allows for the establishment of an extended work period, the number of regularly scheduled hours worked in the work period will be established in accordance with the FLSA as required to meet Department and City needs. See Compensation and Benefits, Section 12.

**Regular Part-Time
Workweek.**

The hours part-time service employees and temporary employees work in a workweek will be established by the Department Head. The hours a regular part-time employee works in the workweek cannot be greater than 29 hours. Department Heads must ensure the number of hours a regular part-time employee are allowed to work does not exceed twenty-nine (29) hours per week.

**Temporary
Employees
Workweek.**

See Service Categories Section, Policy Section 3.1.

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- Time Reporting.** For the purpose of reporting regular time, overtime, leave or tardiness, time shall be rounded to the nearest quarter of an hour (except where otherwise specified under specific leave and pay administration policy sections).
- Attendance.** Employees shall be at their designated places of work at the beginning of the scheduled work time. If an employee fails to report according to department or city policy, is tardy or absent, leaves the workplace without proper authorization, falsely reports time as actually worked, or misuses leave privileges, such employee is subject to disciplinary action, up to and including termination. Time cards submitted by each employee shall indicate the attendance for the preceding pay period.
- Breaks.** Break times (although not legally required except for nursing mothers) will be decided, if applicable, by each Department Head (or their designee). Any breaks for 30 minutes or longer are not considered hours worked as long as the employee is relieved from duty and interruption. With limited exception (as defined by the Department Head or Manager), employees are expected to conduct personal activities during their approved break and lunch times during the workday.
- Breaks for Nursing Mothers.** Consistent with the Patient Protection and Affordable Care Act, a work break will be allowed for nursing mothers to express breast milk. This includes: (1) A reasonable break time for nursing mothers for up to one year after children's birth each time employee has need to express the milk (employees are typically paid for breaks of short duration of less than 30 minutes); and (2) Provision of a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. Employees may consult with their Department or Human Resources if they need this accommodation.
- Authorized Leave and Unexcused Absence.** Authorized leave is any absence during regularly scheduled work hours that is approved by the Department Head. Authorized leave may be with or without pay and shall be granted in accordance with these rules on the basis of work requirements.
- Scheduled leave may be canceled by the Department Head at any time in the event of emergency situations and/or the necessity for certain manpower requirements (with the exception of Military Leave and most Family Medical Leave. See Policy Sections 11.2.5 and 11.2.6). Should such cancellation of leave occur, the employee shall report to work as directed. Failure to report may result in disciplinary action, up to and including discharge.

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Employees must accurately record all leave times on their time card, and must account for all hours that the employee was scheduled to work. Leave codes include (but are not limited to) the following:

Code	Type of Leave / Absence
ADMIN	Paid Administrative Leave Pay Codes: <ul style="list-style-type: none"> • ADMIN – Bereavement • ADMIN – Blood Donations • ADMIN – Jury Duty/Court • ADMIN – Weather • ADMIN -- Performance • ADMIN -- Safety • ADMIN – Voting • ADMIN – Mayor • ADMIN – HR (Policy) • ADMIN - Legal
BH	Banked Holiday Used
BH – FMLA	Banked Holiday Used - FMLA
BH – WC	Banked Holiday Used Within First 3 Days of Workers' Compensation
COMP	Comp Time Used
COMP - FMLA	Comp Time Used - FMLA
COMP – WC	Comp Time Used – First 3 Days of Workers' Compensation
FH	Floating Holiday Used
FH – FMLA	Floating Holiday Used - FMLA
FMLA – Unpaid	Family Medical Leave – Unpaid Leave
HOL	Holiday Pay
LWOP – Excused	Leave Without Pay - Excused
LWOP – Military	Leave Without Pay – Military Leave After Paid Military Time is Exhausted
LWOP – Unexcused	Leave Without Pay - Unexcused
MIL	Military Time Used
ON CALL	On Call Pay
PL	Personal Leave Used
PL - FMLA	Personal Leave Used - FMLA
PL – WC	Personal Leave Used Within First 3 Days of Workers' Compensation
SICK	Sick Leave Used
SICK – FMLA	Sick Leave Used - FMLA
SICK – WC	Sick Leave Used Within First 3 Days of Workers' Compensation
VAC	Annual Leave Used
VAC – FMLA	Annual Leave Used - FMLA
VAC – WC	Vacation Used Within First 3 Days of Workers' Compensation
WORKERS' COMP	Workers' Compensation Leave Used (LWOP) Also counts as FMLA - Unpaid

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**Date Issued: ~~June 24, 2002~~TBD
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See each policy section requirements for each type of leave.

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Absenteeism.

An employee shall be responsible for ensuring that notification of any unscheduled absence is reported to his/her immediate managers or other designated individual in accordance with Department policy or, in the absence of a Department policy, within one (1) hour after the beginning of the scheduled workday on which the absence occurs, if possible. An employee must notify his/her managers to report the following information:

- 1) employee's name;
- 2) reason and nature of the absence; (including sufficient information to inform manager if the absence qualifies as FMLA); AND
- 3) expected return date and time.

Unauthorized absences without proper notification may result in unexcused leave without pay and/or disciplinary action, up to and including termination.

Three (3) consecutive workdays' absence without proper notice shall be considered as abandonment of the job and voluntary termination of employment by the employee.

Excessive Absence Without Pay – Unexcused – Corrective Action will be taken for unexcused absences within any 12-month rolling period, as follows:

Employees Regularly Working Less Than 24-Hour Shifts

- 8 Hours – Mandatory Written Warning
- 16 Hours – Mandatory 3 Day Suspension Without Pay
- 24 Hours – Discharge

Employees Regularly Working 24-Hour Shifts

- 12 Hours – Mandatory Written Warning
- 24 Hours – Mandatory 3 Day Suspension Without Pay
- 48 Hours – Discharge

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Date Issued: ~~June 24, 2002~~TBD
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11.2 LEAVE AND HOLIDAYS

The City of Madison provides the following types of leave for its eligible regular full-time employees: annual leave, personal leave, sick leave, administrative leave (including jury duty, job-related training, inclement weather, bereavement leave), military leave, FMLA Leave, and leave without pay. Employees will not be paid for any leave they have not yet accrued, or for hours in excess of their account balance. Employees must take and account for leave in 15-minute increments, unless otherwise required below.

11.2.1 ANNUAL LEAVE

Annual leave is provided primarily for vacation purposes, but may be used for any purpose by an eligible employee.

Accrual of**Annual Leave.**

Eligible employees shall accrue annual leave hours at rates based upon their length of City Service in accordance with the following schedule:

Length of Service / Accrual/Workschedule	Hour Accrual Per Pay Period Average of 40-Hour Week	Hour Accrual Per Pay Period Full-Time, 24-Hour Shifts
Less than 5 Years	3.08	4.31
5 Year	4.62	6.46
10 Year	5.54	7.75
15 Year	6.15	8.62
20 Year	6.77	9.48
25 Year	7.69	10.77

Employees on a 24-hour shift schedule who are later reassigned to a standard 40-hour work week shall not lose any accrued leave balance, nor shall the accrued balance be adjusted at the time of transfer only. Once transferred, they will begin accruing leave at the 40-hour week rate.

Likewise, employees assigned to the standard 40-hour work week schedule who are later transferred to a 24-hour shift will not have accrued leave balance adjusted at time of transfer and shall begin to accrue time at a 24-hour rate.

The Department Head shall manage the leave time and shall send documentation to Human Resources in advance of the transfer so the accrual rates can be adjusted.

All employees shall be subject to leave maximums, separation payout and all other subsection provisions of this policy.

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Eligibility. ~~Eligible~~All regular full-time employees will be credited with annual leave each pay period, as it is earned. Employees will be eligible for the increase rate of accruals based on length of service by the beginning of pay period following their anniversary date. Employees are entitled to use accumulated annual leave after receipt of the first paycheck.

Employees returning to the City service within twelve (12) months after their separation date will, upon rehire, accrue annual leave based on their total length of City service.

~~An employee is entitled to use annual leave only after being currently employed for a period of six (6) months without a break in service.~~

Employees in non-pay status, temporary status or part-time status are not eligible to accrue annual leave; and accruals will stop once any employee exhausts their accrued leave balance or is in no-pay status, except where required by law.

Leave Requests and Approval.

Requests for annual leave will be made by ~~eligible~~ employees as far in advance as possible of the time desired (at least five (5) workdays in advance, unless otherwise approved by the Department Head) and will be submitted on the City's approved leave form. It will be approved at the discretion of each Department Head, taking into consideration the needs of the City, the Department, and the employee. However, if an employee is on approved leave due to sickness and sick leave accruals are inadequate to cover the absence, the time lost may be charged to the employee's annual leave accruals, if eligible and available.

Leave Maximums. An employee generally will be expected to take annual leave in the leave year that it is earned. However, a total of 200 hours (280 hours for 24-hour shift employees) of unused leave may be carried forward from one leave year to the next leave year. The carry-over limit equals the most leave any employee could possibly earn in a one-year period. Any accumulated leave that exceeds this amount at the end of the ~~leave calendar~~ year will be ~~forfeited by the employee. converted to sick leave.~~

Periodic Pay-out. Non-probationary employees may request conversion of a maximum of 40 hours (or 56 hours for 24-hour shift employees) of annual leave into pay during two annual windows (November-December, April-May each year).

Separation Pay-out.

If an employee fails to give two (2) weeks notice of resignation, fails to return all city-owned equipment or other property as determined by the Department Head, fails to repay all balances due to the City for tuition

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payments, or fails to schedule an exit appointment with Human Resources to complete all necessary documentation, the employee shall forfeit all accrued annual leave. However, when an employee is either involuntarily terminated or mutually separated from the City, he/she may receive annual leave payout regardless of inability to provide a two-week notice. If eligible, after separation, an employee shall be paid at the employee's current straight hourly rate for all unused annual leave up to a maximum of 200 hours (280 hours for 24-hour shift employees). Payment to employees for accrued annual leave will not be made prior to separation, but will normally be paid to the employee on the pay period following his/her last regular paycheck.

In the event of an employee's death, payment for accrued annual leave credited to the employee's leave balance up to a maximum of 200 hours (280 hours for 24-hour shift employees) will be made to the employee's direct deposit account on file or to the estate of the deceased employee.

11.2.2 PERSONAL LEAVE

All full-time, regular employees will receive eight hours (8 hours) of personal leave time per fiscal year, after ~~three months of employment~~receipt of their first paycheck. Employees in non-pay status, temporary status or regular part-time status are not eligible for personal leave. These hours may be used at the employee's discretion, contingent on approval by the Department Head. They may be used for personal purposes, such as child-care, school events, court appearances of a personal nature, family member doctor's appointments, children's sports events, or for any other personal reason. Personal leave must be used in full hour increments.

Personal leave does not carry over to the following fiscal year, nor does it transfer to other leave accounts. Any unused leave will expire on the last day of the fiscal year. No employee will be paid for unused personal leave when he/she separates from City service.

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11.2.3 SICK LEAVE

Sick leave is provided to regular full-time service employees. Sick leave shall not be considered a privilege for employees to use at their discretion, but shall be used as **authorized only in case of actual sickness or disability**.

Accrual of Sick Leave.

Regular full-time employees, except those employees who are regularly scheduled to work 24-hour shifts during their workweek/work period, will earn sick leave credit at the rate of 3.7 hours per pay period for a total of 96.2 hours of sick leave per year. Such employees may accumulate and carry forward an unlimited amount of sick leave credit. Employees who are regularly scheduled to work an extended 24-hour shift during their workweek/ work period will earn sick leave credit at the rate of 5.2 hours per pay period for a total of 135.2 hours of sick leave per year. Such employees may accumulate and carry forward an unlimited amount of sick leave credit.

Eligibility.

Eligible employees will be credited with sick leave each payperiod, as it is earned. Employees in non-pay status, temporary status or part-time status are not eligible to accrue sick leave; and all accruals will stop once the employee exhausts their accrued leave balance or is in no-pay status, except where required by law.

No employee shall be authorized to take paid sick leave without proper and sufficient accrual. If such leave credits are inadequate to cover absences for which sick leave is granted, the time lost may be charged first to any other authorized accrued leave or leave balance and then as leave without pay excused.

Separation and Rehire.

No employee will be paid for unused sick leave when he/she separates from City service, and will forfeit any sick leave accruals. See “Anniversary Dates” in Policy Section 12.1. However, employees returning to the City service within twelve (12) months after their separation date will have half of their sick leave balance restored upon rehire.

Retirement.

Upon retirement with the Retirement Services of Alabama (RSA), an eligible employee’s unused sick leave may be converted to retirement service credit, consistent with and contingent upon the requirements of RSA. Employees must complete required forms for the conversion at time of retirement application. The leave will be converted the following pay period (before the actual retirement date). Once forms are completed, the leave should not be used by the employee. If any leave is used, RSA may

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adjust the employee's account after retirement. These provisions are subject to changes by RSA or state law at anytime.

Periodic Pay-out. Non-probationary employees may request conversion of a maximum of 40 hours (or 56 hours for 24-hour shift employees) of sick leave into either annual leave or pay during two annual windows (November-December, April-May each year). However, after conversion, employees must have a minimum remaining sick leave balance of at least 80 hours.

**Use of
Sick Leave.**

Accrued sick leave may be granted to eligible employees for the following types of reasons:

- (a) When the employee is unable to work due to the employee's own illness, injury incurred off-duty, or when his/her presence may endanger the health of fellow workers;
- (b) The employee's doctor, dentist, chiropractor, optometrist, or other physician appointments; or
- (c) Designated (approved) FMLA Leave. (See FMLA policy section.)
- (d) To care for an immediate family member's illness, injury, or "serious health condition," which is defined in the City's FMLA policy, section 11.2.6. For purposes of this policy subsection, "immediate family" may include current spouse, parents, grandparents, children, grandchildren, brother or sister, and equivalent relations of the employee's current spouse and also includes "step," in-law, and half-relative equivalents.

**Leave Requests
and Approval.**

To be granted sick leave, an eligible employee must notify her/his managers of inability to report to work within one (1) hour of usual reporting time if possible, or by such earlier time as may be required by the needs of individual Departments. The employee must notify his/her manager of:

- 1) employee's name;
- 2) reason and nature of the absence; AND (including sufficient information to inform manager if the absence qualifies as FMLA); AND
- 3) expected return date and time.

If the leave qualifies as a Family Medical Leave condition, the employee must also follow all the requirements under the Family Medical Leave

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Section. Failure to comply with these rules or individual Department rules may be cause for denial of sick leave, unexcused leave without pay, and/or disciplinary action, at the discretion of the Department Head.

The Department Head or designated representative shall determine if the employee is making proper use of authorized sick leave benefits. **Proof of illness, including doctor's certificate or documentation of facility visit, may be required.** Misuse of such leave shall be cause for disciplinary action, up to and including termination

Limitations on Authorization.

Paid sick leave will not be authorized to any employee actively engaged in outside employment or any type of contract work or self-employment work during his/her regular work shift. However, the employee's time may be approved for vacation, other paid leave or leave without pay, excused, if applicable.

Returning to Work After Extended Leave

Employees in safety sensitive or physically demanding positions (including, but not limited to, first responders or positions with physical or manual essential functions) who have been absent from duty due to medical leave of a nature or duration that could affect performance (or ability to perform the job with or without reasonable accommodation) shall be evaluated by the City's physician before returning to duty after the employee provides documentation from his/her personal physician that employee can return to regular duty performing the essential functions of the job. Department Heads must notify the Human Resources Department to schedule an appointment for the employee before setting a firm date for the employee to return to work. Human Resources will provide the City's physician with copies of each applicable job description that shall define the essential functions of each position. Employees must give prompt notice to their Department Head, provide the aforementioned documentation from their physician, and must be available for this evaluation before returning to duty.

Fraudulent Use.

Any unjustified or fraudulent use of sick leave may result in loss of pay, the time off being charged as unexcused leave and/or disciplinary action, up to and including termination.

Coordination With Workers'

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Compensation. When an employee is absent due to a job-related injury or illness, the absence will be compensated in accordance with the Workers' Compensation Leave Section of this policy.

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11.2.4 PAID ADMINISTRATIVE LEAVE

All employees may be authorized leave with pay for inclement weather declaration (see below), jury duty, court attendance as a witness in cases not involving personal litigation, bereavement (see below), voting (see below), or other appropriate reasons as approved by the Department Head and either the Mayor, City Attorney or Human Resources Director. Any fees paid the employee may be retained by the employee in addition to administrative leave pay. The number of hours of leave granted for each day will not exceed the number of hours the employee is normally scheduled to work for that day.

**Severe
Weather.**

When the City has severe weather, the Mayor shall have the authority to close City Hall and other city facilities, and to declare that non-essential personnel will not report to work, or may report to work at a delayed start time. For the actual hours facilities are closed or delayed, the Mayor may grant administrative leave to all non-essential personnel excused from working. When administrative leave is granted, it will not apply to employees who are already absent due to other leave (vacation, sick, no pay, etc.).

However, when business is open and the employee does not report to work, his/her pay or eligible leave accruals will be deducted or he/she will be on Leave Without Pay. See Policy 12.1.1 concerning exempt employees.

Whenever the Mayor grants such Administrative Leave due to city-wide inclement weather, essential personnel (other than Police and Fire Department personnel) who must report to work will have an alternate day off (or partial day off), totaling the same number of hours city hall was closed, with the approval of their Department Head, that must be taken within 12 months from the day declared. After 12 months or when an employee is terminated, this leave will be forfeited. Police and Firefighters who are regularly scheduled to work will report to work, and the alternate day policy will not apply due to their status as regularly scheduled emergency personnel.

Department Heads or their designee will attempt to notify all employees when facilities are closed. City Hall and other facility closures will normally be announced through various public media sources (may include: city email, website, news broadcasts, and Nixle). If employees need a different notification, they shall make arrangements in advance with their Department Head.

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The Mayor or Department Heads, as appropriate, shall designate essential personnel based on the needs of the City.

**Bereavement
Leave.**

All full-time employees may be entitled to bereavement leave with pay, not to exceed the next three scheduled work days (or 24 scheduled work hours for 24-hour shift personnel), after a death in the immediate family.

For purposes of this policy subsection, immediate family may include current spouse, parents, grandparents, children, grandchildren, brother or sister, and equivalent relations of the employee's current spouse and also includes "step," in-law and half-relative equivalents. Included within the definition of immediate family may be those persons who live with the family as a member of the family whether related or not, to be determined at the Department Head's discretion.

Bereavement leave is paid only for regularly scheduled work days missed and not for any other days such as holidays or scheduled days off. Employees may be required by the Department Head to provide some form of documentation of the death and relationship to the employee. The Department Head will determine if the documentation is sufficient to justify the need for the leave.

**Blood
Donations.**

Any regular full-time employee donating blood may be granted up to four (4) hours of administrative leave, according to the following requirements:

- Leave may be granted for the purpose of recovery time on the day the employee gives blood during times the employee is regularly scheduled to work. It may not be granted for additional days or days the employee is already scheduled to be off work.
- The leave may be granted in addition to the time required to actually make the donation. Time required for the donation itself may also be administrative leave, if it occurs during the employee's regular work hours.
- All such leave must be coordinated with the Department Head and subject to advance Department Head approval.
- The Department Head may require the employee to provide documentation from the donor site indicating the employee donated blood at a specific time and date, especially if the site is not on city property.
- This leave is subject to all other provisions of Personnel Policy Section 11.

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The purpose of this leave is: 1) to support and encourage employees desiring on their own to make such a donation; and 2) to allow employees adequate time to recover on the day they donate blood.

Voting Leave.

Alabama law (§17-1-5, Code of Alabama, 1975) requires employers to allow one (1) hour time off to vote, but only for employees whose work schedules do not allow for their work times to begin at least two (2) hours after polls are open, or end at least one (1) hour before polls close. Employees must give sufficient advance notice and be registered and qualified to vote in the election. Any additional Administrative leave granted for voting (beyond this requirement) will be solely at the Department Head's discretion, considering business needs.

An employee who serves as a precinct election official in Alabama is entitled to take the day off to perform election duties. The time off will not count against an employee's accrued leave. The employee is required to give the Department Head at least seven (7) days advance notice of the need for this leave and furnish evidence of the appointment as an election official.

11.2.5 MILITARY LEAVE

Authorization of military leave will be in accordance with applicable federal and state statutory requirements. It is the intent of the following policy to comply with all legal requirements concerning military leave. The terms and conditions of this policy are to be construed in accordance with state and federal law. The City of Madison will abide by all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will grant military leave to all eligible full-time and part-time employees. Military leave may be granted to full-time and part-time employees for a cumulative period of up to five (5) years. The intent of this policy is to neither restrict nor broaden statutory requirements related to military leave. As the laws change or as interpretations of the laws change, military leave provisions for employees may change accordingly. The City of Madison reserves the right to amend, modify or discontinue its military leave policy and/or benefits in accordance with applicable federal and state law.

Entitlement.

Unclassified and classified service employees who are active members of the National Guard, Naval Militia, or the State Guard organized in lieu of the national guard or of any other reserve component of the Armed Forces of the United States, and who make a request for military leave of absence for active military duty and/or for training purposes shall be granted military leave of absence from their respective duties. Military leave of absence will be granted for all days that they are engaged in field or coast defense, or other required training, or on other service ordered under the provisions of the National Defense Act, or of the federal laws governing

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the United States Reserves without loss of time, efficiency rating, annual leave, or any other City provided benefits (including health insurance coverage as set forth below), except to the extent such entitlement is limited by these policies.

**Pay While on
Military Leave.**

No persons granted such leave of absence will be paid for more than 168 hours of military leave per calendar year. This military service includes drills, annual training or military schools and/or active duty.

**State Active
Service Duty.**

Employees will be granted another 168 hours of leave per calendar year when called by the Governor to duty in the active service of the state.

**Annual Leave/
No-Pay Status
Military
Leave.**

When an employee has exhausted the 168 hours of paid military leave and is still on active military duty, he/she may (but is not required to) use accrued annual leave. Any paid leave time must be used continuously for any time period until either the leave is exhausted or the military duty period is completed. In the event an employee elects not to use his/her accrued annual leave or exhausts all accrued annual leave, remaining time on military duty will be on a no-pay leave basis. See No-Pay Status policy.

**Military Leave
Supplemental Pay**

Once an employee is called into active service in the armed forces of the United States during the war on terrorism and has exhausted all their paid military leave entitlements and has gone on No-Pay status, he/she will be eligible to receive military leave supplemental pay from the City of Madison in an amount equal to the difference between the lower active duty military base-pay and the public employment base-pay salary which he or she would have received if not called to active service. For this purpose, shift firefighters salary will be based on the regular 24-hour shift hourly rate of pay times an average of 53 shift hours per week. Eligible employees must make a written request to the Human Resources Department prior to beginning the military assignment and must submit all required paperwork to Human Resources for monthly payments. Required deductions may be taken from the monthly payments.

The City of Madison and its officials reserve the right to change, suspend, interpret or discontinue the program, procedures, or forms at their sole discretion and without advance notice.

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Health Insurance. During military service, eligible employees remain entitled to available health insurance benefits. For the first thirty (30) days on which an employee is on military service, health insurance coverage will be provided (and employee payment of premiums will be required) as if the employee were continuously employed with the City. For leaves lasting longer than 30 days, applicable employees will be eligible to continue their health benefits by paying 102% of the total cost of their health insurance premiums.

**Pension/
Retirement Plan
Benefits.**

When an employee returns from military leave, the employee may request to make the contributions they would have made if the employee were not on military leave and was continuously employed with the city, as long as all the Retirement Systems of Alabama (RSA) requirements are met.

**Return to
Work.**

For an employee who has been on military leave for less than thirty (30) days, he/she must return to work at the beginning of the next regularly scheduled work day after release from service, with time allowed for reasonable and safe travel, as well as an eight (8) hour rest period. For service of thirty (30) days or more, but less than one hundred eighty (180) days, an employee must return to work within fourteen (14) days after release from service. For service of one hundred eighty (180) days or more, an employee must return to work within ninety (90) days of release from service. For any employee who is injured during military service, he/she must return to work within two (2) years after release from military service.

Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

**Job Position
After Return.**

For any employee who is on military leave for ninety (90) days or less, he/she will be re-employed in the same position the employee would have held if he/she had remained continuously employed with the City, provided that the employee is qualified, for the position or can become qualified after reasonable efforts by the City to enable the employee to be qualified. For any employee who is on military leave for more than ninety (90) days, he/she will be re-employed: (1) in the same position the employee would have held had he/she remained continuously employed with the City, or (2) in a position of equivalent seniority status or pay, provided that the employee is qualified for the position or can become qualified after reasonable efforts.

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If an employee who has been on military leave for more than ninety (90) days cannot become qualified, the employee will be re-employed in any other position of lesser status and pay that the employee is qualified to perform with full seniority.

All employees returning from military leave are entitled to and shall receive the rights, benefits and seniority that they would have attained with continuous employment.

**Request For
Military Leave.**

An eligible employee who wishes to be granted military leave will submit a leave request through the Department Head, together with a copy of military orders, annual training or drill schedules, or other documentation necessary to support the request. The orders for annual training, drill schedules, or active duty must be submitted as soon as the employee becomes aware of the projected date of service. While such request for leave generally should be provided as far in advance as practicable, advance notice is not required where precluded by military necessity or cannot reasonably be given in advance. Employees also must submit notice of any changes from the published training schedules in a timely manner. For employees whose schedules normally require work on weekends, each Department Head shall arrange the employee's work schedule so as to minimize the need for military leave under these policies.

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11.2.6 FAMILY MEDICAL LEAVE

The following text outlines the City’s policies in compliance with the federal Family Medical Leave Act (FMLA). Not every detail can be included in this policy; however, it is the intent of this policy to comply with the provisions of the Family Medical Leave Act of 1993 (“the Act”), as may be amended from time to time. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with the Act. The intent of this policy is to neither restrict nor broaden the requirements of the Act.

Eligibility. Employees must have been employed at least 12 months (not necessarily consecutive) with the City and must have worked 1,250 hours or more in the immediate previous 12 months to be eligible for FMLA Leave.

Employees who missed work due to National Guard or Reserve duty shall have any hours and months the employee would have worked if not called military duty counted in determining FMLA eligibility.

Reasons for Leave.

FMLA Leave is a personal leave-of-absence that may be taken without pay for one or more of the following reasons:

- 1) New Child -- the birth of a child or placement of a child with the employee for adoption or foster care,
- 2) Employee’s Serious Health Condition – the employee’s own serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- 3) Family Serious Health Condition -- to care for a spouse, child, parent, who has a serious health condition (Child includes biological, adopted, foster, stepchild, legal ward or a child standing in loco parentis, in which the employee actually has day-to-day responsibility for care). The definition of “child” is limited to children under the age of 18, or 18 years of age or older who are incapable of self-care because of a mental or physical disability.
- 4) Qualifying Exigency – arising out of the fact that a spouse, child, or parent is called to covered active duty or has been notified of an impending call to covered active duty status in the Armed Forces in support of a contingency operation. To qualify for this leave, the family member must be: (a) in a Reserve status (not in the regular armed forces), or (b) in the regular military and deployed in a foreign country AND there must be a “qualifying exigency” arising out of the call to duty.
- 5) Injured Service Member – An eligible employee may also take up to 26 weeks of leave during a “single 12-month period” to care for a “covered service member” with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the service member. A “covered service member” means a member of

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the armed forces (including national guard or reserves) who is undergoing medical treatment, recuperation or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred while on active duty. Unlike other kinds of FMLA leave, this is available only once per covered service member per injury.

Serious Medical Condition.

A serious medical condition is defined as an illness, injury, impairment or physical or mental condition that involves:

- 1) Inpatient care in a hospital, hospice or residential medical facility, including a period of incapacity connected with inpatient care; OR
- 2) Continuing treatment by a health care provider for a serious health condition including:
 - a) a period of incapacity of more than three (3) consecutive full calendar days; PLUS treatment by a health care provider twice, or once with a continuing regimen of treatment; OR
 - b) any period of incapacity related to pregnancy or prenatal care (need not be for more than three days); OR
 - c) any period of incapacity or treatment for a chronic serious health condition (including those requiring periodic visits for treatment by a healthcare provider, continuing over an extended period of time, possibly causing episodic, rather than continuing, periods of incapacity); OR
 - d) a period of incapacity for permanent or long-term condition for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, terminal stages of a disease such as cancer, etc.) OR
 - e) any period of incapacity to receive multiple treatments (including recovery from those treatments) for restorative surgery or a condition, which would likely result in incapacity of more than three consecutive, full calendar days absent medical treatment.

Not covered: FMLA Leave is NOT ordinarily intended to cover routine physical, eye or dental exams, and cosmetic treatments (unless inpatient treatment is required or there are complications). Ordinarily, unless complications arise, the common cold, flu, earaches, headaches (except migraine), routine dental or orthodontic problems, and periodontal disease are not serious health conditions, and are not generally appropriate for use of FMLA Leave. For all non-serious health conditions, employees should ordinarily use available sick leave.

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**Length and
Timing of Leave.**

FMLA Leave shall be counted for a 12-month period during the City's fiscal year. Eligible employees are entitled to a total of 12 weeks of unpaid leave within any twelve (12) month period (fiscal year).

For Birth or Placement of a Child – FMLA Leave must be taken:

- (1) within 12 months after the birth, adoption or placement of the child, and
- (2) such leave must be taken all at once for birth, adoption, or placement of foster child.

If both parents are employed by the City and eligible for FMLA Leave, they are entitled to a combined 12-week allotment for birth, adoption or placement of a foster child with their spouse. If an employee OR their spouse employee takes FMLA Leave but return before exhausting the allotment, the other parent may take any remaining FMLA Leave.

In any case, the allotment will be reduced by any FMLA Leave the employee has taken during the 12-month calculation period.

For Injured Service Member -- For injured service member leave, the employee and his/her spouse may be limited to a combined total of 26 weeks of leave in a 12-month period, including the types of leave listed above.

Intermittent Leave – When an employee meets requirements to take FMLA on an intermittent basis due to an ongoing chronic condition, an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason, in accordance with the Medical Certification. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.

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**Leave Requests,
Notifications and
Certification
Procedures.**

Step 1. Employee's Request for Leave

- Employees are required to comply with the City's requirements for requesting leave (under "Absenteeism", Section 11.1), and the employee must provide sufficient information for the Managers to reasonably determine whether the FMLA applies to the leave requested and to estimate when and how much leave the employee anticipates needing to take.
- If the employee fails to provide the Manager with sufficient information to determine whether the leave is FMLA-qualifying, the leave may not be granted.
- Employees may also specifically request to use FMLA using the City "Leave Request Form" (from Human Resources or their Department).
- Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is not foreseeable 30 days in advance, employees must provide notice as soon as possible under the circumstances.

Step 2. Manager's Notification of Eligibility, Rights & Responsibilities

- Managers may provisionally allocate absences as FMLA if there is information available supporting one of the "Reasons for Leave" defined by the FMLA Act, within 5 business days (verbally or written).
- Managers provide employees the "FMLA Notice Form" as soon as practicable, and within five (5) business days.
- The Notice shall specifically tell the employee:
 - 1) the type of FMLA requested;
 - 2) the beginning date of the leave;
 - 3) whether or not the employee meets the service requirements for FMLA;
 - 4) Medical Certification requirement for FMLA leave;
 - 5) Other provisions set forth in the personnel policies.
- The employee may be given 15 calendar days to submit Medical

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Certification for the FMLA (attached to the form).

- A complete copy of the Notice should be forwarded to Human Resources for the official FMLA file/record.

Step 3. Employee's Medical Certification

- The employee shall submit a copy of the "Confidential" Medical Certification (if required by the Managers) to the Managers within 15 calendar days.
- If the employee has any questions, he/she may consult a Human Resources Coordinator.
- A copy of the Confidential Forms may be used by the Managers in ensuring that the Timekeeper codes the employee's time as FMLA; and all forms shall be forwarded to Human Resources for the official FMLA file/record.
- If the certification form provided is not complete and sufficient to determine whether the FMLA applies, the Managers may require additional information, limited to the Certification Form items, to be provided by the employee within 7 calendar days (from written notification). The Managers may use the FMLA Determination/Inquiry to communicate with the employee.
- Upon request of the manager, the City's health care provider or Human Resources Department may contact the employee's health care provider for authentication or clarification of the medical certification information, if needed, within the scope of the form.

**Communications
And Certifications
While on FMLA**

Employee Contact -- While on leave, for any of the qualifying reasons, the employee is required to contact his/her immediate managers at least once on or before the end of every (15) business days of leave. The purpose of the contact is to give a status report of the leave, and approximate return to work date.

Eligibility Status Change – If the employee's eligibility status changes, the Managers must notify the employee of the change within five (5) business days of the Managers learning of the change using the FMLA Determination/Inquiry Form.

Timekeeping and FMLA Balances – Department Heads (or their Timekeepers) shall enter the proper FMLA codes into the pay system for tracking FMLA balances (See Section 11.1 for Codes).

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Reports to Employee – Upon request by the employee, the Managers (or Timekeeper) must provide total FMLA designations (time reporting reports showing FMLA taken) to the employee, but no more often than once in a 30-day period.

Recertification of an Ongoing Condition – After receipt of medical certification, the City may require periodic recertification of a serious health condition:

- (1) At the conclusion/expiration of the certified period; or
- (2) If employee requests an extension of the leave; or
- (3) If circumstances described in the previous certification have changed significantly; or
- (4) If the Manager receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.
- (5) It has been 6 months since the last certification was received (could request sooner based on 1 through 4 above).

Additional Medical Opinion -- The City may also require a second or third medical opinion at the City's expense.

If an employee fails to timely submit a properly requested certification or recertification. FMLA protection for the leave may be delayed or denied.

Intermittent Leave – The Managers may require a fitness-for-duty certification up to once every 30 days for an employee taking intermittent or reduced schedule FMLA leave if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the conditions for which leave was taken.

**Coordination With
On-the-Job
Injuries.**

If an employee misses work because of a compensable workplace injury or illness for which the employee receives workers' compensation benefits, and if the injury or illness qualifies as a medical leave under the Family and Medical Leave Act, such leave may be deducted from the employee's 12-week FMLA leave entitlement.

**Pay and
Coordination With
Other Leave.**

Sometimes more than one type of leave may apply to a situation. Where allowed by law, leaves ~~may will~~ run concurrently, unless a Manager approves otherwise. FMLA leave (although non-paid according to the Act) may run concurrently with other types of applicable paid and non-

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paid leave, when eligible:

- (a) sick leave;
- (b) annual leave;
- (c) any other banked or accrued leave (personal leave, banked holiday, floating holiday, etc.);
- (d) workers' compensation leave; or
- (e) leave without pay, excused.

For Workers' Compensation leave, See Workers' Compensation policy section concerning pay provisions. For all other FMLA, although FMLA Leave is unpaid, eligible employees shall first use all applicable accrued leave balances until they are exhausted. After all applicable leave balances have been exhausted, there may be no pay for any further FMLA Leave taken, and the time will be recorded into the payroll system as "FMLA-Unpaid".

**Benefits
Continuation
and Accruals.**

The City may continue group health insurance coverage for an employee on FMLA during the eligible FMLA period, as long as the employee continues to make individual contributions that the employee normally pays towards benefits.

Employees on paid leave during the eligible FMLA period will continue to have payroll deductions including contributions to group benefits deducted each pay period.

An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums (per pay period) in order to maintain insurance coverage during the eligible FMLA period. Employees will have a 30-day grace period in which to make premium payments. If payments are not made timely, group health insurance may be cancelled. See "No Pay Status" Section 11.2.11 and the "Benefits" Section 12.3 of the personnel policies for more information.

Accruals -- Employees are not entitled to accrue annual leave or sick leave during any part of their leave in which they are on NO-PAY STATUS and accruals will be stopped once the balances are exhausted.

The City cannot make contributions to the employee's retirement plan while the employee is on NO-PAY status. See Sections 11.2.11 and 11.2.12 of this policy for more information.

Reinstatement

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**And Failure to
Return.**

Upon return from eligible FMLA Leave, employees may be reinstated to their job or to an equivalent position, contingent on the employee following all notice and job requirements and ability to perform the essential functions of the position, unless the employee would have otherwise been laid off, reassigned or terminated. Employees cannot be guaranteed return to their regular job.

If an employee does not return to work at the end of his/her qualified leave, such absence may be counted as unexcused, and the employee may be subject to disciplinary action, up to and including termination. The employee may also be responsible for costs the City incurred to maintain insurance in effect during the leave.

Employees are expected to promptly return to work when the circumstances which necessitated leave end. If circumstances change during the leave and the necessary leave period is shorter than originally expected, the employee must give the City reasonable notice (i.e., within two (2) business days) of the changed circumstances where foreseeable and request reinstatement.

Return to Work and Fitness for Duty – If FMLA Leave is for the employee's own serious health condition, the employee will be required to provide a fitness for duty statement from the treating medical professional before returning to work certifying the ability of the employee to perform the essential functions of the job. After receipt of this statement, the City may, at its discretion and expense, require a second opinion. All employees in safety sensitive/physically demanding positions (with physical or manual essential functions) who have been absent from duty due to medical leave of a nature or duration that could affect performance (or ability to perform essential functions of the job with or without reasonable accommodation) shall be evaluated by the City's physician before returning to duty. This evaluation will be scheduled after the City receives complete fitness for regular duty documentation from the treating physician. See Sick Leave Section.

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11.2.7 WORKERS' COMPENSATION LEAVE AND TEMPORARY ALTERNATE LIGHT DUTY

Employees who sustain an occupational injury or illness will be compensated in accordance with the State's Workers' Compensation Act. Employees are expected to follow all the guidelines for Workers' Compensation stated in the City of Madison Employee Safety Manual and as may be required by state law. The following policy and all terms and conditions set forth herein shall be construed and applied in accordance with Alabama's Workers' Compensation Act. The intent of this policy is to neither restrict nor broaden the requirements of the Act.

First Three Days. The first three (3) days that an employee is absent from work will be charged as sick leave, except as provided below. If an employee does not have accrued sick leave to cover the absence, the employee will be charged annual leave, and if annual leave is not available, the employee will be charged other leave balances. If no leave is available the employee will be placed in a leave-without-pay status. The employee will also be charged with FMLA Leave if applicable and available.

Beyond Three Workdays.

An employee who receives workers' compensation benefits will be placed in a non-pay status for the remainder of his absence, if it exceeds three (3) workdays.

After three days, the employee will be paid by the Municipal Workers' Compensation Fund (MWCF) for the remainder of the days that he/she is out of work based on a 52 week wage statement provided to MWCF by the Human Resources Department within 48 work hours (if practicable) of the date of the injury. If an employee is out of work for more that 21 days, the employee may be reimbursed for the initial three-day waiting period by MWCF. In order to receive such benefits, the employee must promptly provide the appropriate notification and medical reports.

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Temporary Alternate Light Duty.

Due to administrative costs and other administrative challenges, except for workers' compensation injuries, and consideration of pregnancy guidelines issued by governmental enforcement agencies, the city normally does not provide temporary alternate light duty for "safety sensitive" positions. The foregoing is not to suggest that the City does not provide reasonable accommodation for disabilities as required under federal or state laws.

Temporary alternate light duty assignments may or may not be provided for workers' compensation injuries, depending on the needs and requirements of the Department, the employee and the insurance carrier. At the Department Head's discretion, eligible employees may be assigned to a different shift, location and/or function for temporary light duty.

Temporary light duty assignments may be discontinued at any time at the discretion of the Department Head. Temporary alternate duty is not an employee right, nor does it guarantee permanent continuing employment. Temporary alternate duty assignments will not normally exceed one hundred eighty (180) calendar days. If the employee has not been released to full duty within one hundred eighty (180) calendar days of the workers' compensation injury, the alternate duty coordinator (HR Representative) shall consult with the treating physician and the employee's Department Head to determine whether temporary alternate duty remains appropriate for the employee and the City's productive business needs for a longer period. If it is extended for a longer period, it will continue to be evaluated.

Coordination With FMLA. or

If an employee misses work because of a compensable workplace injury or illness for which the employee receives workers' compensation benefits, and if the injury or illness qualifies as a medical leave under the Family Medical Leave Act (FMLA), such leave may be deducted from the employee's 12-week FMLA leave entitlement.

Benefits Continuation and Leave Accruals.

When an employee on Workers' Compensation Leave is compensated by the MWCF, for City payroll purposes, the employee will be considered in "No Pay Status". See Sections 11.2.11 and 11.2.12 concerning accruals and benefits.

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11.2.8 HOLIDAYS

The following holidays shall be the official holidays for the City of Madison, contingent on City budgeting:

- ☐ New Year's Day
- ☐ Martin Luther King's Birthday (~~as nationally observed~~)
- ☐ President's Day
- ☐ Memorial Day
- ☐ Juneteenth
- ☐ Independence Day
- ☐ Labor Day
- ☐ Veterans Day
- ☐ Thanksgiving Day
- ☐ Day After Thanksgiving
- ☐ Christmas Day
- ☐ Two Floating Holidays, which may be assigned-declared and-
authorized at the discretion of the Mayor and City Council.

In the event any of the holidays fall on Saturday or Sunday, the City may recognize the previous Friday or the following Monday as the legal holiday. The City Council will specify the dates holidays are to be observed by the City ~~at the beginning of each fiscal~~ by the end of each
calendar year for the next year.

Eligibility.

Regular full-time employees are eligible for holiday pay as provided herein (~~8-hours~~ for employees scheduled to work an average of 40 hours per week in a work period; see 24-hour shift provision below).

Regular part-time employees may be granted holiday pay only for City-authorized paid holidays that fall on days and hours they are regularly scheduled to work (up to 8 hours) unless the employee is scheduled to work at least the same number of hours that they normally work during the holiday week at the discretion of the Department Head or Manager. Part-time employees are not eligible for floating holidays.

Temporary service employees will not receive holiday pay.

To be eligible to receive holiday pay for an authorized paid holiday, an eligible City employee must be present at work, or on approved leave with pay, on the scheduled days immediately preceding and following the paid holiday or holiday weekend. An employee on scheduled, authorized and compensable leave when the holiday is recognized shall be compensated for the holiday in lieu of the use of accrued leave.

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: ~~June 24, 2002~~TBD
12, 2020

—————Last Revision: October
12, 2020

**Employees Working
Designated Holidays.
(40 Hour Average –
Employees)**

As many employees as possible will be allowed off on a recognized holiday. However, certain responsibilities and duties cannot be dispensed with to ensure and maintain efficient operation of City government (for example, Dispatchers, Police Officers, etc.). If ~~F~~full-time employees are required to work on a holiday or if they have prior written authorization from their Department Head to work on the holiday, then they shall have such holiday hours deferred and shall be authorized to take said holiday hours off on another day within one (1) year after the holiday worked. If employment is terminated prior to one (1) year after the holiday was worked, the employee may receive holiday pay hours the pay period following the last regular paycheck. The employee shall be authorized one hour for each hour worked on the recognized holiday, not to exceed the value of the holiday.

**Holiday Compensation
for 24-Hour Shift
Employees.**

Employees who are normally scheduled to work a special 24-hour shift workweek and are not in no-pay status (except where required by law) will be compensated for holidays as follows:

- a) The employee will be given the option of receiving either seventeen (17) hours of holiday pay or credit for seventeen (17) hours of holiday time off to be taken, with the approval of the Fire Chief, at any time within one (1) year from the date the time is earned; provided, however, that no more than forty-eight (48) hours of holiday time off may be taken in any consecutive four (4)-week period without the approval of the Fire Chief. No distinction will be made with respect to holiday compensation for those who work on a holiday and those who are off work on a holiday.
- b) Holiday time off not taken within one (1) year of the date earned will be forfeited by the employee.
- c) The employee shall bear the responsibility for making arrangements with the Fire Chief for holiday time off sufficiently in advance to allow the Fire Chief to arrange the Department's schedule.

Floating Holiday.

If authorized by the City Council, each eligible employee will be entitled to 8-hour floating holiday(s), when they are not preassigned to specific dates by City Council; to be taken in accordance with these guidelines:

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: ~~June 24, 2002~~TBD
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- a) The use of floating holiday hours will be approved at the discretion of the employee's Department Head.
- b) Floating holidays must be taken in two (2) hour increments.
- c) Employees will not be granted floating holidays while on no-pay status, except where required by law.
- d) Floating holidays will be forfeited if not used within the fiscal year for which they are allotted and will be forfeited when the employee terminates employment. Floating holidays may not be carried forward from year to year.
- e) The use of floating holidays by Fire Department employees shall be governed by the provisions above for 24-hour shifts. For the purposes of that section, floating holidays will be considered earned at the beginning of each fiscal year.

11.2.9 LEAVE WITHOUT PAY EXCUSED

In accordance with Department Policy, an employee who does not have sufficient leave, yet is excused by the Department Head from work temporarily, shall be considered as being on Leave Without Pay Excused. However, an employee WILL NOT be granted Leave Without Pay Excused until the employee has exhausted all applicable leave balances (if it qualifies under the requirements for each leave in the policies and in the increments required).

11.2.10 ABSENCE WITHOUT PAY UNEXCUSED

Any employee who, without good cause, fails to report to work (or reports to work late), without the permission of his/her managers or Department Head, shall be considered as on Leave Without Pay Unexcused for all time absent and shall be subject to disciplinary action, up to and including termination, and shall have all such hours absent reported as Leave Without Pay Unexcused.

An employee who fails to report to work without permission of the managers or Department Head for a period of three (3) consecutive workdays shall be considered to have abandoned the job and to have voluntarily resigned from employment without notice.

11.2.11 NO-PAY STATUS

The City will make no contributions to the employee's retirement plan while the employee is on no-pay status; and all leave accruals will stop once the employee exhausts leave balances.

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**Date Issued: ~~June 24, 2002~~TBD
12, 2020

Last Revision: October

11.2.12 BENEFITS WHILE ON LEAVE OR NO-PAY STATUS

An eligible employee in No-Pay status (or non-paid leave) shall be required to continue individual contributions that the employee normally pays for benefits, unless continuation of benefits as an active eligible employee is not allowed per the benefit provider. Such eligible employees shall make payment to the City in the form of cash, a personal check, cashiers check or money order, payable to the City of Madison per pay period. However, any continuation of benefit is subject to guidelines and/or requirements of each benefit provider.

Medical

Insurance. Per the City's medical insurance provider, an eligible employee may retain insurance coverage under the plan during an eligible designated FMLA leave period, provided premiums are paid as required.

Insurance provider requirements or laws may cause eligibility and other requirements to change at any time. See Insurance plan booklets for all other provider requirements.

AFLAC

Insurance. Due to the fact that the employee's optional AFLAC policies are paid and monitored by the employee and the city offers payroll deduction, when an employee is on No-Pay status or other unpaid leave, and unable to meet payroll deduction requirements for AFLAC, AFLAC will be temporarily suspended, and it will be the responsibility of the employee to reinstate coverage with the AFLAC Representative upon return to work or arrange for payment to the provider while on "No-Pay Status". Payroll deductions will not be reinstated until Human Resources is officially notified of reinstatement of the AFLAC policy.

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: ~~June 24, 2002~~TBD
12, 2020

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11.2.13 DONATION OF LEAVE

**Eligibility
To Request and
Requirements.**

~~Leave-d~~Donations of sick or annual leave will apply only to eligible-serious medical conditions that are eligible for use of sick leave as described in Section 11.2.3. However, this policy section does not apply to Workers' Compensation Leave, which is covered in Section 11.2.7. To be eligible, employees:

- 1) Must be a full-time Regular, non-probationary employee.
- ~~2) Must be eligible for FMLA (Family Medical Leave), or must have been eligible for FMLA at the beginning of the same continuous absence, in order to receive (or continue to receive) donations.~~
- ~~3)2)~~ Must have NOT exhausted a maximum donation limit of 14 weeks in any 12-month rolling period. (560 hours, or 742 hours for 24-hour shift employees).
- ~~4)3)~~ Must have exhausted all their sick leave accruals, and have no more than twenty-four (24) hours remaining in their annual leave account.
- ~~5)4)~~ For non-probationary employees, must submit a properly completed FMLA Medical Certification form to Human Resources, covering any time requested. For probationary employees, must submit a doctor's note or medical certification of a FMLA-like qualifying condition.
- ~~6)5)~~ Must submit a Donation Request form within the time period required for each pay period needed.
- ~~7)6)~~ Any request must be to accommodate a minimum of three (3) consecutive full days (24 hours for 24-hour shift personnel) in order to qualify.
- ~~8)7)~~ Must follow all requirements of the policy and provide any additional information, when requested.

~~In order to receive **SICK leave donations**, the employee must be approved for absence due to the employee's own serious medical condition (as defined under the Family Medical Leave section of this policy).~~

~~In order to receive **ANNUAL leave donations**, the employee must be approved for absence for either the employee's own serious medical condition, or an immediate family member's serious medical condition (consistent with the Family Medical Leave policy section definitions for serious medical condition and covered family members, and consistent with dates covered on the applicable medical certification form on file).~~

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: ~~June 24, 2002~~TBD
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~~Birth, adoption or placement of a child does not qualify for Leave Donations, unless the FMLA is due to a serious medical condition of the spouse, child, or employee and a Medical Certification form has been submitted for the specific serious medical condition. (In this case, the donation would qualify only for the days care is needed for the serious medical condition, consistent with all other policy guidelines.)~~

Management employees cannot accept leave donations from subordinates or any employee in which they have influence over their work schedule, assignments or other working conditions.

Eligible employees may submit requests up to **14 weeks of leave in any 12-month rolling period (560 hours, or 742 hours for 24-hour shift employees)**, as long as they continue to meet all other conditions of the policy.

**Donation
Request Process.**

After completing all required Family Medical Leave paperwork and submitting the Medical Certification form covering the time needed, requesting employees must present completed Donation Request Forms to their Department Head (for review) and to Human Resources for each pay period in which they are requesting donated leave, with the employee's consent for the City to communicate to employees a description of the employee's situation.

Timing -- This completed request form must be submitted to the Department Head and Human Resources no later than the 1st Monday of the pay period needed. If the employee is able to work on days in which the employee has received donations during any pay period, it is the responsibility of the employee to contact the HR Coordinator as soon as they are aware of the discrepancy (and no later than their last normal workday of the pay period), so an adjustment can be made.

Human Resources may distribute to each Department of the City via email a description of the leave recipient's situation which potential donors may review and will make an effort to send the email by the 1st Thursday of the pay period. Employees should monitor the results of their donation request in advance by contacting the Human Resources Department.

Donor Process

And Requirements. Each donor employee shall submit a signed authorization form to Human Resources specifying the number and type of leave hours he/she wishes to donate.

POLICY: ATTENDANCE AND LEAVE**Policy Section No. 11**

Date Issued: ~~June 24, 2002~~TBD
12, 2020

—————Last Revision: October

Timing -- All completed and approved donor forms must be received by Human Resources no later than two (2) business days (Monday through Friday) before time cards/entries are due in order to be processed.

Consistent with Policy section 11.2.3, late donations will NOT be made retroactively. Late or larger than needed donation submissions may be credited to the next pay period, only if they are still needed and all other conditions of this policy are met.

Human Resources will only transfer a number of leave hours to be donated, which would bring the employee's sick leave account to the number of hours needed each pay period; not to exceed the number of days specified on the medical certification for the employee. Human Resources will forward the approved donated leave forms to Payroll.

Employees may donate sick leave in one (1)-hour increments up to a maximum of fifty percent (50%) of the amount by which their accrued balance of sick leave exceeds eighty (80) hours. The transfer of donated leave hours to a recipient employee's account is irreversible, and unused leave hours shall not be restored to the donor's leave account.

**Transfer of
Leave
Timing**

Leave balance transfers will normally not be made until the date time card/entries are due, in order to allow time for receipt of donor forms and verification. Therefore, timekeepers may have to delay leave entries into the timekeeping system for employees needing donations.

ORDINANCE NO. 2023-375

**AN ORDINANCE AMENDING CHAPTER 22, ARTICLE II, SECTION 36 (a) OF THE
MADISON CITY CODE**

WHEREAS the City Council seeks to change the period for which a noise permit may be filed from fifteen (15) days to seventy-two (72) hours.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended as follows:

Section 1. Chapter 22, Article II, Section 36 (a) is hereby amended as follows:

“(a) *Application; exceptions.* Except for the provisions related to motor vehicles, application may be made for a noise permit relieving the applicant from the requirements and provisions of this article. Such application shall be filed with the city clerk no later than seventy-two (72) hours before the first date for which the permit is sought.”

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 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-384**AN ORDINANCE AUTHORIZING THE WATER AND WASTEWATER BOARD OF THE
CITY OF MADISON TO DISPOSE OF ITS INTEREST IN
CERTAIN REAL PROPERTY**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") proposes to dispose of its interest in certain real property, described on Exhibit 1 to the attached MU Resolution No. WWB-124-2023; and

WHEREAS, MU seeks the consent of the City of Madison to the proposed disposition of its interest in said property, in accordance with *Ala. Code* ' 11-50-314; and

WHEREAS, the City Council has determined that the above-described property is no longer needed for MU's public or municipal purposes; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that the Council does hereby give consent to the proposed disposition of MU's interest in the described property, as proposed by MU.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this the 13th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. WWB-~~12~~¹²⁴-23**A RESOLUTION TO DECLARE CERTAIN INTERESTS IN REAL PROPERTY OF THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON TO BE SURPLUS AND NO LONGER NEEDED FOR MUNICIPAL PURPOSES OF THE BOARD AND FURTHER TO AUTHORIZE THE DISPOSITION OF SAID REAL PROPERTY TO WILLIAM FIORENTINO**

WHEREAS, the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "MU") owns an interest in certain real property, specifically an easement over, under, along and across a portion of certain real property owned by William Fiorentino, as described in the quitclaim deed attached hereto as Exhibit 1, for which MU has no continuing need; and

WHEREAS, it is the desire of MU to declare said interest in real property to be surplus and no longer needed for Board purposes and to authorize the conveyance of its interest in said real property to William Fiorentino by quitclaim deed.

NOW, THEREFORE, BE IT RESOLVED by the Water and Wastewater Board of the City of Madison, sitting in regular session on this the 6th day of November, 2023, that MU declares that any property or easement rights included in the property described on the attached quitclaim deed is no longer needed for its public purposes and, with the consent of the Madison City Council, the General Manager of the Board is hereby directed to convey by quitclaim deed MU's interest in the said real property to William Fiorentino.

BE IT FURTHER RESOLVED that the Madison City Council be requested, at its next regularly scheduled meeting, to adopt an ordinance to give its consent to the disposition of MU's interest in the referenced property, and, to authorize the MU to quitclaim the aforesaid portion of property to William Fiorentino, in accordance with *Ala. Code* § 11-50-314.

READ, PASSED, AND ADOPTED THIS 6th DAY OF November, 2023.



Terris Tatum, Chairman
Water and Wastewater Board of the City of
Madison, Alabama

ATTEST:



Emory DeBord, Secretary-Treasurer

Exhibit 1

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

Y. Albert Moore, III
 LANIER FORD SHAVER & PAYNE P.C.
 2101 West Clinton Ave., Ste. 102
 Huntsville, Alabama 35805
 (256) 535-1100

STATE OF ALABAMA)

COUNTY OF MADISON)

QUITCLAIM DEED

THIS QUITCLAIM DEED made and entered into as of the _____ day of November, 2023 by and between **THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON**, a public corporation organized under the laws of the State of Alabama **D/B/A MADISON UTILITIES**, ("Grantor") and **WILLIAM J. FIORENTINO**, ("Grantee").

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash and other good and valuable consideration, this day in hand paid to the Grantor by the Grantee, the receipt and sufficiency of all of which is hereby expressly acknowledged by the Grantor, the Grantor has this day remised, released, quitclaimed, conveyed and confirmed and does, by these presents, remise, release, quitclaim, convey and confirm, unto the Grantee, all of the Grantor's right, title, interest and claim in and to the following described real estate situated in the County of Madison, State of Alabama, to wit:

Lot 11, according to the map of survey of Schrimsher Estates, as recorded in the Probate Records of Madison County, Alabama in Plat Book 10 Page 51;

Less and Except:

A PART OF LOT 11, OF THE SCHRIMSHER ESTATES MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 10, PAGE 51, IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11. THEN N55°52'52"E A DISTANCE OF 1131.24 FEET TO AN IRON SET (THIS IRON AND ALL OTHER IRONS REFERRED TO AS "SET" ARE 1/2 INCH DIAMETER REBAR WITH A RED PLASTIC CAP STAMPED ALLEN CA-1005-LS), THE POINT OF

BEGINNING. THEN FROM THE POINT OF BEGINNING N04°26'25"W A DISTANCE OF 60.00 FEET TO AN IRON SET. THEN N85°33'35"E A DISTANCE OF 60.00 FEET TO AN IRON SET. THEN S04°26'25"E A DISTANCE OF 60.00 FEET TO AN IRON SET. THEN S85°33'35"W A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES MORE OR LESS. ACCORDING TO A SURVEY PREPARED BY ALLEN LAND SURVEYING, LLC DATED 10-09-2023, PROJECT NUMBER 23-193.

TOGETHER WITH AND SUBJECT TO: A NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT THAT IS A PART OF LOT 11, OF THE SCHRIMSHER ESTATES MADISON COUNTY, ALABAMA AS RECORDED IN PLAT BOOK 10, PAGE 51, IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 11. THEN S88°50'54"E A DISTANCE OF 25.00 FEET TO A 5/8 INCH DIAMETER REBAR FOUND ON THE EAST RIGHT-OF-WAY OF CHRISTOPHER DRIVE. THEN ALONG SAID EAST RIGHT-OF-WAY N08°34'18"W A DISTANCE OF 33.58 FEET TO THE POINT OF BEGINNING FOR SAID EASEMENT. THEN FROM THE POINT OF BEGINNING, CONTINUE ALONG THE EAST RIGHT-OF-WAY OF CHRISTOPHER DRIVE N08°34'15"W A DISTANCE OF 20.08 FEET TO A POINT. THEN LEAVING SAID EAST RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES:

N76°16'47"E 80.06 FEET;
 N87°05'02"E 163.52 FEET;
 N82°29'56"E 127.85 FEET;
 N76°49'36"E 305.60 FEET;
 N71°57'40"E 86.49 FEET;
 N58°30'03"E 256.66 FEET;
 N34°06'28"E 13.79 FEET;
 N06°47'36"E 19.52 FEET;
 N01°32'58"W 140.39 FEET;
 N21°19'15"W 146.31 FEET;
 N85°33'35"E 60.00 FEET;
 S05°26'22"E 141.03 FEET;
 S01°32'58"E 141.85 FEET;
 S06°47'36"W 25.84 FEET;
 S34°06'28"W 22.97 FEET;
 S58°30'03"W 263.34 FEET;
 S71°57'40"W 89.70 FEET;
 S76°49'36"W 307.44 FEET;
 S82°29'56"W 129.65 FEET;
 S87°05'02"W 162.43 FEET

AND S76°16'47"W A DISTANCE OF 79.97 FEET TO THE POINT OF BEGINNING FOR SAID EASEMENT AND CONTAINING 0.68 ACRES MORE OR LESS.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns forever.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantors' Address: 101 Ray Sanderson Drive, Madison, AL 35758
Grantee's Address: 125 Christopher Drive, Madison, AL 35758
Property Address: 125 Christopher Drive, Madison, AL 35758
Actual Value: \$500.00 – Nominal to Perfect Title

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized General Manager as of the day and year first above written.

THE WATER AND WASTEWATER
BOARD OF THE CITY OF MADISON, an
Alabama public utility corporation
d/b/a Madison Utilities

By: _____
Emory DeBord
Its: General Manager

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, _____, a Notary Public, in and for said County in said State, hereby certify that Emory DeBord, whose name as General Manager of the Water and Wastewater Board of the City of Madison, Alabama, an Alabama public utility corporation, d/b/a Madison Utilities, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such General Manager and with fully authority, executed the same voluntarily for and as the act of said corporation.

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

Notary Public
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER OF THIS INSTRUMENT WHO CONDUCTED NO TITLE EXAMINATION, AND WHO ISSUED NO TITLE OPINION OR TITLE INSURANCE.

s:\yam\madison utilities\fiorentino 2023\quitclaim deedmutofiorentino.docx

ORDINANCE NO. 2023-378

AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN 110 TOM THRASHER LANE, LOT 2A OF A RESUBDIVISION OF LOT 2 OF CLEGHORN PARK SUBDIVISION

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Karl Breland, as trustee of the Emory W. Breland Trust, requesting the vacation of utility and drainage easement located within 110 Tom Thrasher Lane, Lot 2A of a Resubdivision of Lot 2 of Cleghorn Park Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

An area of land lying and being in Lot 2A of a Resubdivision of Lot 2 of Cleghorn Park as appears in Plat Book 30, Page 77, in the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 4 South, Range 2 West, in the Office of the Judge of Probate of Madison County, Alabama, being more particularly described as follows:

Commence at a 5/8" capped rebar (Wilbanks LS10099) lying along the West right-of-way line of Wall Triana Highway and being the Southeast corner of Lot 2A of a Resubdivision of Lot 2 of Cleghorn Park as appears in Plat Book 30, Page 77, in the Office of the Judge of Probate of Madison County, Alabama; thence along said West right of way line and the East boundary line of said lot N 0° 19' 58"E a distance of 108.63' to a concrete monument; thence continue along said West right of way line and East boundary line of said lot N 3° 27' 51"W a distance of 150.41' to a concrete monument marking a point of intersection of said West right of way line of Wall Triana Highway and the South right of way line of Interstate 565; thence leaving said right of way line S 76° 23' 22"W a distance of 10.16' to the POINT OF BEGINNING an area to be vacated; thence S 3° 27' 51"E a distance of 16.10' to a point; thence N 51° 39' 33"W a distance of 256.26' to a point; thence N 80° 11' 11"E a distance of 16.11' to a point; thence S 51° 39' 33"E a distance of 234.78' to the POINT OF BEGINNING. Said area containing 2,946 SQ FT (0.07 acres), more or less.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama,

is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easement in favor of **Karl Breland, as trustee of the Emory W. Breland Trust**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility and drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Karl Breland, as trustee of the Emory W. Breland Trust** (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility and drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

AN AREA OF LAND LYING AND BEING IN LOT 2A OF A RESUBDIVISION OF LOT 2 of CLEGHORN PARK SUBDIVISION AS APPEARS IN PLAT BOOK 30, PAGE 77, IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 4 SOUTH, RANGE 2 WEST, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" CAPPED REBAR (WILBANKS LS10099) LYING ALONG THE WEST RIGHT-OF-WAY LINE OF WALL TRIANA HIGHWAY AND BEING THE SOUTHEAST CORNER OF LOT 2A OF A RESUBDIVISION OF LOT 2 OF CLEGHORN PARK AS APPEARS IN PLAT BOOK 30, PAGE 77, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST BOUNDARY LINE OF SAID LOT N 0° 19' 58"E A DISTANCE OF 108.63' TO A CONCRETE MONUMENT; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE AND EAST BOUNDARY LINE OF SAID LOT N 3° 27' 51"W A DISTANCE OF 150.41' TO A CONCRETE MONUMENT MARKING A POINT OF INTERSECTION OF SAID WEST RIGHT OF WAY LINE OF WALL TRIANA HIGHWAY AND THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 565; THENCE LEAVING SAID RIGHT OF WAY LINE S 76° 23' 22"W A DISTANCE OF 10.16' TO THE POINT OF BEGINNING AN AREA TO BE VACATED; THENCE S 3° 27' 51"E A DISTANCE OF 16.10' TO A POINT; THENCE N 51° 39' 33"W A DISTANCE OF 256.26' TO A POINT; THENCE N 80° 11' 11"E A DISTANCE OF 16.11' TO A POINT; THENCE S 51° 39' 33"E A DISTANCE OF 234.78' TO THE POINT OF BEGINNING. SAID AREA CONTAINING 2,946 SQ FT (0.07 ACRES), MORE OR LESS.

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

Quitclaim Deed
110 Tom Thrasher Lane, Utility & Drainage VOE
Page 1 of 2

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of November, 2023.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

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

Notary Public

EXHIBIT

GRAPHIC SCALE

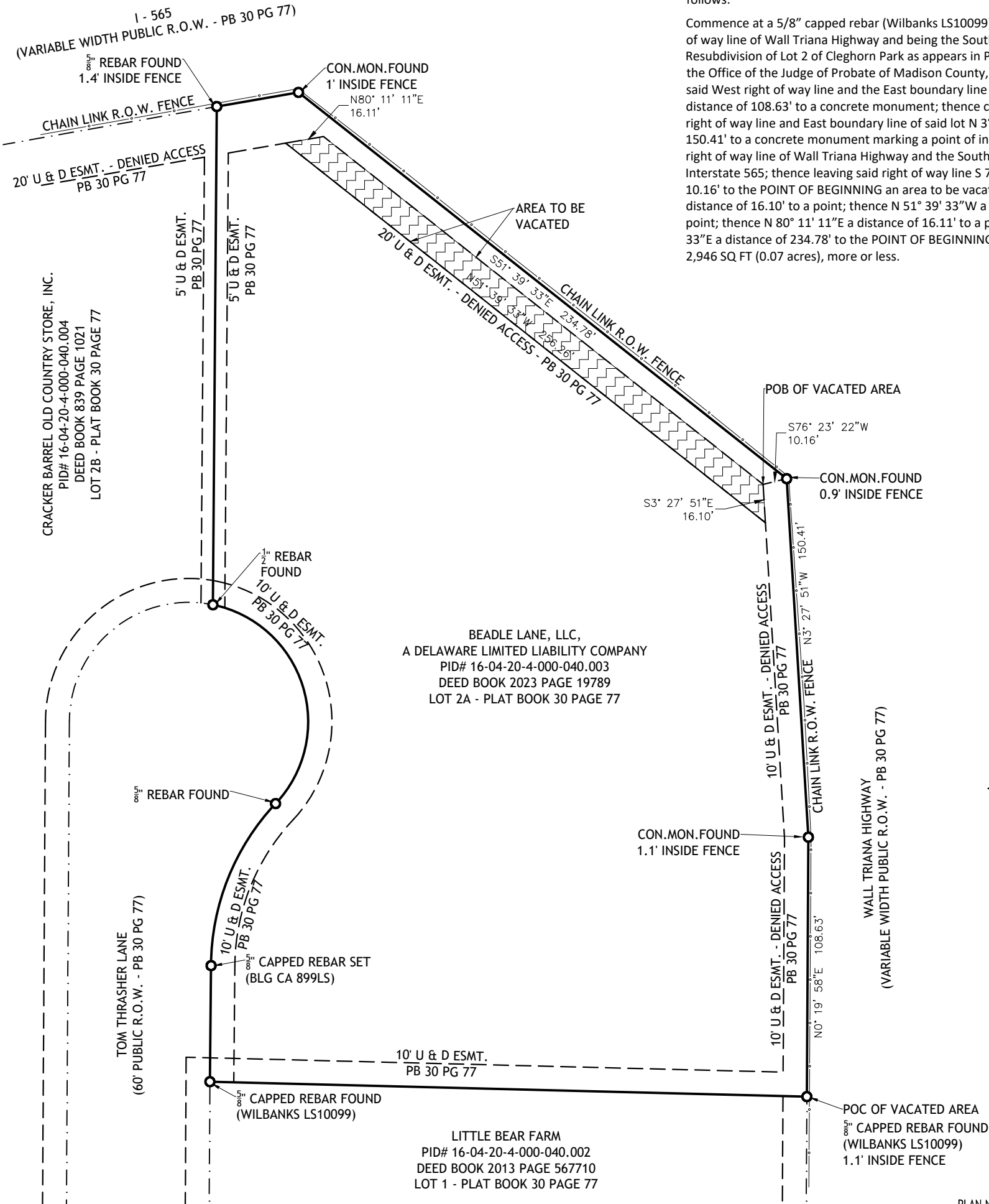


(1" = 50')

AREA OF VACATION --- AS SURVEYED

An area of land lying and being in Lot 2A of a Resubdivision of Lot 2 of Cleghorn Park as appears in Plat Book 30, Page 77, in the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 4 South, Range 2 West, in the Office of the Judge of Probate of Madison County, Alabama, being more particularly described as follows:

Commence at a 5/8" capped rebar (Wilbanks LS10099) lying along the West right of way line of Wall Triana Highway and being the Southeast corner of Lot 2A of a Resubdivision of Lot 2 of Cleghorn Park as appears in Plat Book 30, Page 77, in the Office of the Judge of Probate of Madison County, Alabama; thence along said West right of way line and the East boundary line of said lot N 0° 19' 58"E a distance of 108.63' to a concrete monument; thence continue along said West right of way line and East boundary line of said lot N 3° 27' 51"W a distance of 150.41' to a concrete monument marking a point of intersection of said West right of way line of Wall Triana Highway and the South right of way line of Interstate 565; thence leaving said right of way line S 76° 23' 22"W a distance of 10.16' to the POINT OF BEGINNING an area to be vacated; thence S 3° 27' 51"E a distance of 16.10' to a point; thence N 51° 39' 33"W a distance of 256.26' to a point; thence N 80° 11' 11"E a distance of 16.11' to a point; thence S 51° 39' 33"E a distance of 234.78' to the POINT OF BEGINNING. Said area containing 2,946 SQ FT (0.07 acres), more or less.

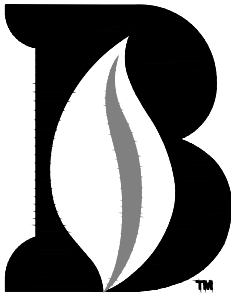


PLAN NOT VALID WITHOUT SEAL & SIGNATURE

BLG PROJECT NO.
23.068

CLIENT/ARCH. PROJECT NO.

SHEET NO.
1



BAILEY LAND GROUP
LAND SURVEYING & ENGINEERING

4121 Smokey Road
Alabaster, AL 35007
P: 205.978.0080 F: 205.624.3334
www.baileylandgroup.com

CA: AL-899LS

PROJECT LOT 2A - AREA OF VACATION 110 TOM THRASHER LANE, MADISON, AL 35758			
CLIENT FORESITE GROUP, LLC 2101 MAGNOLIA AVE., SUITE 100, BIRMINGHAM, AL 35205			
TITLE AREA OF VACATION EXHIBIT			
DRAWN BY SB	CHECKED BY JEB	SCALE 1" = 50'	DATE 10/19/2023

RESOLUTION NO. 2023-308-R

WHEREAS, the City of Madison Police Department acquired K-9 Officer Bruno in January of 2017; and

WHEREAS, in his six (6) years with the department, Bruno has significantly contributed to the resolution of numerous cases and, along with his handler and partner, Officer Adam Lawson, has been instrumental in the seizure of illegal drugs, as well as money related to the sale and distribution of illegal drugs; and

WHEREAS, Bruno has reached the end of his career as a K-9 officer and is no longer needed by the City for law enforcement or municipal purposes; and

WHEREAS, the Madison Police Department wishes to release Bruno from his drug enforcement responsibilities and allow him to retire and live with his long-time partner, Officer Adam Lawson

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that K-9 officer Bruno is no longer needed for municipal purposes and that he is hereby retired; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the K-9 Purchase Agreement attached to this resolution.

READ, APPROVED, and ADOPTED this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November, 2023.

Paul Finley, Mayor
City of Madison, Alabama

K-9 PURCHASE AGREEMENT

This K-9 Purchase Agreement ("Agreement") is made by and between the City of Madison, Alabama, a municipal corporation, ("City") and Officer Adam Lawson ("Officer").

WITNESS TO:

WHEREAS, Officer is an employee of the Madison Police Department and has, in conjunction with his assignment as a K-9 Handler, been given the care, custody, and control of a police K-9 dog named "Bruno" (Dog); and

WHEREAS, Dog has been specially trained to assist officers in law enforcement tasks and to respond to commands issued specifically by the Officer; and

WHEREAS, the sale or transfer of Dog to a person other than Officer could potentially expose the City to liability based upon the possibility that Dog may fail to respond to and obey a new owner/handler and may attack a new owner/handler or others based upon prior training; and

WHEREAS, Officer has been Dog's handler since its purchase in January of 2017, and the Chief of Police recommends its sale and purchase subject to the conditions specified in this agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. City hereby sells Dog to Officer for the sum of \$1.00, payable at the time this contract is executed. Officer shall be the owner of the Dog upon execution of this contract and payment of \$1.00.
2. Officer agrees and hereby assumes ownership and full responsibility for the care, maintenance, food, housing, medical, and any and all other expenses that arise out of Officer's ownership of Dog.
3. City will have no further responsibility or liability for Dog or Dog's care with the exception of unpaid veterinary expenses incurred up to the date of this Agreement.
4. Officer shall defend, indemnify, and hold harmless the City and its officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises out of, or is in any way related to, Dog or Officer's actions with Dog outside the course and scope of employment its employment with the City.
5. Officer waives any right he may have on behalf of himself and his heirs, assigns, and successors for any loss, injury, damage, claim, or liability arising out of or in any way related to Officer's ownership and possession of Dog.

6. Dog shall never be used as a K-9 dog in any capacity or for any other police purpose, or in private security or in any government contractor capacity.
7. This agreement constitutes the entire understanding of the parties.

Adam Lawson **Date**
Officer

Paul Finley **Date**
Mayor

ATTEST:

Lisa D. Thomas **Date**
City Clerk-Treasurer

RESOLUTION NO. 2023-372-R**A RESOLUTION AUTHORIZING AGREEMENT WITH THE NORTH ALABAMA
HIGHWAY SAFETY OFFICE FOR TRAFFIC SAFETY GRANT FUNDS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby directed and authorized to execute all necessary documentation accepting grant funds in accordance with the terms and conditions of the document attached hereto and identified as "Traffic Enforcement Agreement," such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138
Eddierussell4nahso@gmail.com

Traffic Enforcement Agreement

Fiscal Period: October 01, 2023 – September 30, 2024

(NOT the same as a grant's authorized spending period during this Agreement Period)

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2024-FP-CP-017.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: **Madison City Police Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2023 through September 30, 2024; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant**, (7.) **City or County overtime policy**. The above-mentioned paperwork should be kept on file by each agency for

no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY' Pay Period Follows.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The **AGENCY**, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but **shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. NAHSO assumes no responsibility** the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

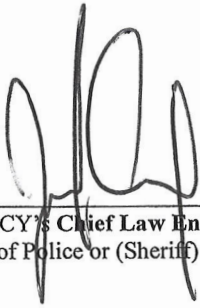
Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

"Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required:

Signature of AGENCY's **Authorizing Official**
(Mayor/Comm. Chair) authorized to enter Agreement

Printed Name of Authorizing Official and Title
Mayor/Comm. Chair)



Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or (Sheriff)

Johnny L. Gandy

Printed Name of Chief LE Official and Title
(Chief/Sheriff)



Signature of Region Director
North Central Alabama Highway Safety Office

Eddie Russell

Printed Name of Region Director

12 Hour Employee

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at ^{6:00}~~12:01~~am on Monday and end at ^{6:00}~~12:00~~am on the following Monday.

HOURS OF WORK:

A normal shift consists of 12 continuous hours with 1 hour for lunch. The Lunch hour shall be taken on **(paid / unpaid)** time. (CHOOSE ONE)

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after _____ hours of continuous work for a given day.
- B. Overtime pay shall begin after 80 hours of work for a given ~~WORK WEEK~~.

PAID HOURS NOT WORKED:

Pay Period

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick Days, allowable personal days, bereavement days or other days as designated by the GOVERNING ENTITY. Said paid hours **(shall / shall not)** (CHOOSE ONE) count as hours worked for

Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the Employee or 2 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on Monday and end at 12:00am on the following Monday.

HOURS OF WORK:

A normal shift consists of 8 continuous hours with 1 hour for lunch. The

Lunch hour shall be taken on **(paid / unpaid)** time. **(CHOOSE ONE)**

OVERTIME PAY BEGINS:

A. Overtime pay shall begin after _____ hours of continuous work for a given day.

B. Overtime pay shall begin after 40 hours of work for a given WORK WEEK.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick Days, allowable personal days, bereavement days or other days as designated by the

GOVERNING ENTITY. Said paid hours **(shall / shall not)** **(CHOOSE ONE)** count as hours worked for

Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the

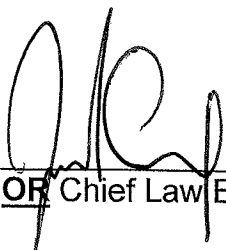
Employee or 2 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.



Chief Elected Official OR Chief Law Enforcement Official

Date

10-20-2023

DEPARTMENTAL POINT OF CONTACT WILL BE that will Handle This Grant will be:

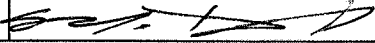
NAME: Madison Cartee

Printed

Phone Number: 256-772-5686

Email: Madison.Cartee@madisonal.gov

Participating Agency Risk Assessment Form

Agency Name:	Madison Blin Dept				
Date:	10/13/23				
Printed Name:	Michael Dixon				
Signature:					
		Respond by ✓			
1. Has Agency participated in High Visibility Enforcement Campaigns within the last 2 years?		Yes ✓	No	N/A	
2. Has the Agency's Coordinator and/or Financial staff been consistent for 2 or more years?		Yes ✓	No	N/A	
3. Has the Agency Sheriff/Chief been in place for 2 or more years?		Yes ✓	No	N/A	
4. Has the Agency had a lot of officer Turnover? If Yes, please describe below.		Yes	No ✓	N/A	
5. Does Agency primarily use eCite?		Yes ✓	No	N/A	
6. If no above, does Agency have a way to validate written warnings and/or citations?		Yes	No	N/A ✓	
7. Does Agency have a policy requiring calling dispatch for traffic stops?		Yes ✓	No	N/A	
8. Does Agency have a policy on ride-a-longs during enforcement shifts?		Yes ✓	No	N/A	
9. Does Agency have a policy on unmarked cars conducting High Visibility Enforcement?		Yes	No ✓	N/A	
10. Will there be a separate review of staff shift paperwork?		Yes ✓	No	N/A	
11. Does your Agency Write Citations as a Primary way of generating Revenue for the City/County/Your PD?		Yes	No ✓	N/A	
12. Does the Agency have Draeger Operators?		Yes ✓	No	N/A	
13. Does the Agency have policies in place to prevent extended overtime shifts (over 12 hours)?		Yes ✓	No	N/A	
14. Does Agency cap overtime shifts worked on grant projects during a pay period?		Yes ✓	No	N/A	
15. Does Agency have adequate dispatch resources?		Yes ✓	No	N/A	
Response total: (THIS LINE TO BE COMPLETED BY NAHSO STAFF ONLY)					

ORDINANCE NO. 2023-379

AN ORDINANCE REPEALING CHAPTER 6, ARTICLE I, SECTION 6-5 OF THE MADISON CITY CODE

WHEREAS upon the recommendation of the Chief of Police the City Council seeks to repeal those provisions of the City Code providing for the Police Department to place, monitor and remove humane animal traps.

BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Madison City Code is hereby amended to repeal the following provision of Chapter 6, Article I, Section 6-5 as follows:

Section 1.

“Sec. 6-5. - Humane animal traps.

- (a) Any animal control officer, in order to apprehend animals in violation of this chapter, and which are otherwise difficult to apprehend, is hereby authorized to humanely capture said animals by placing a humane animal trap upon city property, or upon private property with owner's permission in writing.
- (b) If placed on private property, it shall be the duty of the citizen to check the trap daily and immediately contact animal control to report trapped animals.
- (c) No humane animal traps shall be set on any Friday or any day before an observed holiday.
- (d) It shall be unlawful for any person to molest or tamper with any humane animal trap or to interfere with the animal control officer in setting or servicing any such trap.
- (e) The city will provide a humane animal trap for wildlife if the wildlife is causing destruction to the residence or presents an immediate health hazard. The trap will be placed in or around the homeowner's residence or inside of the garage, not including crawl space and attic space. It shall be the resident's responsibility to check the trap daily and call animal control for removal of any trapped animal.
- (f) If any dog or cat is captured in a humane trap that is not on their owner's property, it shall be presumed that the owner has allowed, suffered, or permitted such animal to run at large, at which time the animal control officer will issue a citation or summons as provided in Section 6-12.”

Section 2. All remaining sections of Chapter 6, Article I shall be renumbered upon the repeal and removal of Section 6-5.

Section 3. 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 4. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 5. This ordinance shall become effective immediately upon its adoption and proper publication as required by law.

READ, PASSED AND ADOPTED this 27th day of November 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-376-R**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
FACILITY USE AGREEMENT WITH VFW POST 5162**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute a Facilities Use Agreement with VFW Post 5162 for use of meeting space, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Facilities Use 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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 13th day of November 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2023.

Paul Finley, Mayor
City of Madison, Alabama

FACILITY USE AGREEMENT

This Facility Use Agreement (herein the "Agreement") is effective as of November 13th, 2023 (the "Effective Date") and is made by and between the City of Madison, Alabama (herein the "City") and the Veterans of Foreign War Post 5162 (herein the "VFW") a non-profit organization.

WHEREAS the City and the VFW seek to enter a mutually beneficial agreement whereby the City shall provide the VFW meeting space upon its Premises in consideration for the continued volunteer work and outreach programs provided by the VFW to the community; and

WHEREAS the City is willing to provide the VFW with meeting space upon the terms and conditions listed below:

Now, therefore, the parties agree as follows:

- 1) VFW is granted a license to use Dublin Memorial Park, 8324 Old Madison Pike, Madison, AL 35758 and the Community Center, 1329 Browns Ferry Road, Madison, AL 35758 (herein the "Premises"). Use of meeting rooms and other common areas upon the Premise shall be provided to the VFW every third Tuesday of the month from 6:00 p.m. until 8:00 p.m. to accommodate meeting space for of up to thirty (30) persons.
- 2) VFW is granted an additional license to use the Premises for six (6) additional special meetings throughout the year that may last as long as three (3) hours. Such special meetings must be scheduled with the City of Madison Recreation Department with twenty-one (21) days advance notice to properly reserve space meeting the needs of the event.
- 3) VFW Auxiliary members, once established, shall also be granted a license to use the Premises once a month for a meeting of up to three (3) hours. Such Auxiliary meetings must be scheduled with the City of Madison Recreation Department with twenty-one (21) days advance notice to properly reserve space meeting the needs of the event.
- 4) The City shall provide meeting space as enumerated above to the VFW without payment of any monies to the City.
- 5) In consideration of the VFW securing regularly scheduled meeting space upon the Premises, the City acknowledges and expects that the VFW will continue the following activities and programs within the City of Madison:

- 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.

Commander Kent Cook

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that Kent Cook has signed to the foregoing instrument, and is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, as such officers and with full authority, he executed the same voluntarily for and as the act of said organization.

NOTARY PUBLIC

City of Madison, Alabama, a municipal corporation

ATTEST:

Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

STATE OF ALABAMA)
COUNTY OF MADISON)

I, _____, a Notary Public in and for said County, in the said State, do hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer of the City of Madison, Alabama, respectively, 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, as such officers and with full authority, they executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

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

NOTARY PUBLIC

Remainder of page intentionally left blank.