



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
February 26, 2024

AGENDA NO. 2024-04-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 Cody Edger with Cornerstone Word of Life Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-03-RG, dated February 12, 2024

7. PRESENTATIONS AND AWARDS

A. Presentation by Brian Goodwin, Beautification Board President Madison Beautification Board for the Arbor Day Contest Certificates and Prizes Presentation

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 & Periodic Bills to be paid

B. **Resolution No. 2024-042-R:** Declaring eight SCOTT C420 powered respirators formerly used by the Police Department as surplus and of negligible value and authorizing the disposal of said property

- C. **Resolution No. 2024-057-R:** Authorizing the acceptance of Quote No. Q097256 in the amount of \$8,500 from NearMap U.S., Inc. for renewal of subscription for aerial imagery and AI layers for building footprints and impervious areas (to be paid from Engineering Department budget)
- D. **Resolution No. 2024-060-R:** Authorizing an MOU with the City of Madison Board of Education for transportation during City events for 2024
- E. **Resolution No. 2024-062-R:** Authorizing the acceptance of Quote No. 10858074 in the amount of \$20,096.55 from Stryker Medical for the renewal of a Preventative Maintenance Service Plan (to be paid from Fire Department budget)
- F. **Resolution No. 2024-063-R:** Providing for the disposal of personal property of negligible value (2 projector screens) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison for the Information Technology Department
- G. **Resolution No. 2024-067-R:** Accepting a settlement from Country Financial DBA Country Mutual Insurance Company. The payment is for damage sustained to Madison Cemetery Fence located at 165 Mill Road. The damage occurred on 12/01/2023 by the insured. Country Financial has submitted a final settlement to the City of Madison, Alabama in the amount of \$3,400.00 on claim 600-0832142 for damages caused by their insured to Madison Cemetery fence located at 165 Mill Road.
- H. **Resolution No. 2024-069-R:** Authorizing an amendment to lease agreement with Canon Financial Services for an additional copier for the Recreation Department Wellness Center location in the amount of \$135.95 per month (to be paid from Recreation Department budget)
- I. Authorization for the Engineering Department to solicit bids for Huntsville Browns Ferry Road and Burgreen Road Roundabout on Project 22-036 (to be paid from Engineering Department budget)
- J. Acceptance of check from Westminster Christian Academy in the amount of \$1,000 for Dublin Park Tennis Court improvements (to be deposited into Dublin Operations account)
- K. Approval to accept MSC Donation from L. Tucker for \$30.00

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Proposed Ordinance No. 2024-049:** Declaring real property located at 4182 Sullivan Street surplus and authorizing dispositive actions for the sale of the property (First Reading 2/12/2024)

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 Holly Waite to Place 5 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2027

- B. Appointment of Jenny Evers to Place 3 of the Madison City Disability Advocacy Board with a term expiration of December 31, 2027
- C. Appointment of Samantha Magnuson to Place 1 of the Mural Advisory Board with a term expiration of February, 2026
- D. Appointment of Kristen Strickland to Place 2 Mural Advisory Board with a term expiration of February 27, 2026
- E. Appointment of Cristie Clark to Place 3 Mural Advisory Board with a term expiration of February 27, 2028
- F. Appointment of Dwayne Craft to Place 4 Mural Advisory Board with a term expiration of February 27, 2028
- G. Appointment of Mason Overcash to Place 5 Mural Advisory Board with a term expiration of February 27, 2028

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Proposed Ordinance No. 2024-015:** Amendment to the City's Flood Ordinance (First Reading 02/12/2024)
- B. **Resolution No. 2024-054-R:** Authorizing acquisition of property needed for the Segers Road and Maecille Drive Improvement project
- C. **Resolution No. 2024-058-R:** Authorizing acquisition of property needed for the Browns Ferry and Burgreen Improvement Project

FACILITIES AND GROUNDS

- A. **Resolution No. 2024-051-R:** Authorizing an agreement with Chorba Contracting Corporation for repair/renovations to Toyota Field Shower area in the amount of \$65,176.00 (to be paid from Multi-Use Venue Maintenance Fund Checking)
- B. **Resolution No. 2024-066-R:** Approving Architectural Services Design Fee Proposal with Nola / Van Peursem Architects P.C. in the amount of \$15,750 for design of new Animal Control Building (to be paid from Facilities & Grounds Department Budget)

POLICE

- A. **Resolution No. 2024-052-R:** Authorizing the execution of a Memorandum of Understanding with KultureCity for Police Department training at no cost to the City
- B. **Resolution No. 2024-056-R:** Authorizing an MOU with the ALEA Drug Task Force

PUBLIC WORKS

- A. **Resolution No. 2024-023-R:** Authorizing a Professional Services Agreement with Mike Gentle (to be paid from Public Works Department budget)
- B. **Resolution No. 2024-064-R:** Authorizing renewal of an agreement with Madison County for the joint purchase of aggregate and gravel

RECREATION

- A. **Resolution No. 2024-053-R:** Authorizing a Professional Services Agreement with Johnson & Associates for a boundary survey at Dublin Park in the amount of \$2,600 (to be paid from Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-03-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
February 12, 2024**

The Madison City Council met in regular session on Monday, February 12, 2024 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.

Council Member Maura Wroblewski 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	Absent

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, , ERP Support Specialist Michelle Parker, Communications and External Affairs Officer Samantha Magnuson, Communications and External Affairs Officer Deidra Briscoe, Police Chief Johnny Gandy, Deputy Chief Fire Marshal Dustin Spires, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren

Public Attendance registered: None signed in

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore advised under **BOARD/COMMITTEE APPOINTMENTS** the following changes of placements for the Madison City Disability Advocacy Board

- A. Re-Appointment of Gene Graham from Place 6 to 4
- D. Appointment of Dr. Adrain Christopher from Place 5 to 6

Council President Bartlett assured to state place numbers correctly when appointments are made.

APPROVAL OF MINUTES

MINUTES NO. 2024-02-RG DATED JANUARY 22, 2024

Council Member Shaw moved to approve Minutes No. 2024-02-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2024-01-WS DATED JANUARY 24, 2024

Council Member Powell moved to approve Minutes No. 2024-01-WS. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

None

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.*

None

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order.

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

General Operating Account	\$3,419,888.88
Special General Operating Accounts	\$9,859.21
ADEM Storm Drainage	\$4,340.00
1/2 Cent Capital Replacement	\$529,643.04
1/2 Cent Infrastructure	\$990.28
Gasoline Tax & Petroleum Inspection fees	\$44,353.93
TVA Tax	\$2,796.68
CIP Bond Accounts	\$1,724,247.33
Library Building Fund	\$16,805.52
Water Distribution and Storage	\$4,961.13
1/2 Cent Reserve	\$1,980.58
Venue Maintenance	\$50,950.02

Regular and periodic bills to be paid

Authorization of payment to TTL, Inc. in the amount of \$2,000.00 for Professional Services on Project No. 23-023 | Flood Fill way Removal (PO No. 2023-00001320) (to be paid from Engineering Department budget)

Resolution No. 2024-035-R: Authorizing a renewal agreement (Quote No. 26187397) with ESRI, Inc for software maintenance services in the amount of \$9,955.00 (to be paid from Engineering Department budget)

Resolution No. 2024-037-R: Providing for the disposition of personal property of negligible value (2001Ford E 350 Ambulance), formerly used by the Police Department, via online auction through Govdeals website, pursuant to Section 16-108 of the City of Madison Code of Ordinances

Resolution No. 2024-038-R: Authorizing the renewal of a license agreement with Baron Services, Inc. for use of weather data software in the amount of \$918 per year (to be paid from Fire Department budget)

Resolution No. 2024-041-R: Accepting a settlement from Alabama Municipal Insurance Corporation in the amount of \$15,304.00 (minus \$1,000 deductible) on Claim No. 061335JB for damage to traffic signal pole and control box which occurred on July 16, 2023

Resolution No. 2024-044-R: Providing for the disposal of personal property of negligible value (2 lots of 50 telephones and 49 laptop computers) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Authorization for the Police Department to solicit bids for the purchase of rifles and to utilize a trade-in program for current department owned rifles.

Authorization for the Facilities and Grounds Department to solicit bids for janitorial services for city facilities which will include the Madison Public Library, the Wellness Center, and the new Community Center.

Acceptance of annual appropriation from Madison County, in the amount of \$11,000, for Fire/EMS responses into unincorporated areas of Madison during Auto-Aid and Mutual Aid responses (to be deposited into Fire Department Donation account)

Acceptance of donation from L. Tucker in the amount of \$30 (to be deposited into Senior Center Donations account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

PROPOSED ORDINANCE NO. 2024-049: DECLARING REAL PROPERTY LOCATED ON 4182 SULLIVAN STREET SURPLUS AND AUTHORIZING DISPOSITIVE ACTIONS FOR THE SALE OF THE PROPERTY (FIRST READING)

This is a first reading only

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

- The Civic Awareness Academy is accepting applications through February 29. Go to the city website at madisonal.gov to complete an application.
- Thanked Public Works for keeping ditches clear from clogging with debris due to the large amount of recent rainfall
- Announced new employee in the Mayor's office Communication Specialist Deidra Briscoe

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Thanked the Industrial Development Board for all the work they have done and Sandy Patel for the years serving on the board after resigning due to work commitments then welcomed new member Hannah Huddleston. Additional thanks to Director of Development Services Mary Beth Broeren and Economic Development and External Affairs Officer Traci Gillespie for their work and proud to have the new FedEx distribution center in Madison.
- Flyers passed out for the READYFEST event on February 24 from 9am to 1pm at Discovery Middle School

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Attended the Alabama League of Municipalities Advocacy Day reporting that several bills coming up will affect municipalities and asked for council to review the Municipal Advocacy Journal that is in their mailbox.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Commended the success of the Safe Haven baby box thanking the Fire department for allowing him to be a small part of it then asked Mayor Finley to say a few words

Mayor Paul Finley said that Safe Haven baby boxes are Nationwide and after twelve days the box was put in the Fire department received a baby and the realization of how significance of a life saved when the difficult choice and courage a mother had made surrendering the baby. The Fire Department does a phenomenal job with processing and care. Mayor Finley thanked the council for their support providing this service.

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION NO. 2024-039-R: AUTHORIZING ARCHIVING OF THE JANUARY 24, 2024, CITY COUNCIL WORK SESSION

Council Member Spears moved to approve Resolution No. 2024-039-R. Council Member Shaw seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Aye
Council Member Teddy Powell	Aye

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

Motion carried.

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

- Thanked St. John's second grade class for delivering dinner for Council before the meeting tonight. After visiting and picture taking, the council received a certificate from them.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

Absent

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

Absent

BOARD/COMMITTEE APPOINTMENTS

Council Member Wroblewski stated after consultations with the board and on behalf of Council Member Denzine the following placements were established.

RE-APPOINTMENT OF GENE GRAHAM PLACE 4 OF THE MADISON CITY DISABILITY ADVOCACY BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Wroblewski moved to re-appoint Gene Graham to Place 4. There being no further nominations, Ms. Graham was appointed by acclamation.

APPOINTMENT OF DINA YOUNG TO PLACE 9 OF THE MADISON CITY DISABILITY ADVOCACY BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Wroblewski moved to appoint Dina Young to Place 9. There being no further nominations, Ms. Young was appointed by acclamation.

APPOINTMENT OF KERRY SCHLENKER TO PLACE 7 OF THE MADISON CITY DISABILITY ADVOCACY BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Wroblewski moved to appoint Kerry Schlenker to Place 7. There being no further nominations, Ms. Schlenker was appointed by acclamation.

APPOINTMENT OF DR. ADRAIN CHRISTOPHER TO PLACE 6 OF THE MADISON CITY DISABILITY ADVOCACY BOARD WITH A TERM EXPIRATION OF DECEMBER 31, 2027

Council Member Wroblewski moved to appoint Dr. Adrain Christopher to Place 6.
There being no further nominations, Ms. Schlenker was appointed by acclamation.

PUBLIC HEARINGS

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

None

DEPARTMENTAL REPORTS

LEGAL

RESOLUTION NO. 2024-031-R: AUTHORIZING RENEWAL OF SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT WITH MADISON COUNTY

Council Member Shaw moved to approve Resolution No. 2024-031-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

ENGINEERING

PROPOSED ORDINANCE NO. 2024-015: AMENDMENT TO THE CITY'S FLOOD ORDINANCE (FIRST READING)

This is a first reading only

RESOLUTION NO 2024-040-R: AUTHORIZATION OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GOODWYN MILLS CAWOOD, LLC REGARDING PROJECT NO 22-036 (BURGREEN AND HUNTSVILLE BROWNSFERRY ROUNDABOUT) FOR FOUR (4) LEGAL EXHIBITS AND DESCRIPTIONS IN AN AMOUNT NOT TO EXCEED \$3,600 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-040-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2024-043-R: AUTHORIZATION OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS REGARDING PROJECT NO 23-011 (BALCH & GOOCH ROUNDABOUT) FOR SUPPLEMENTAL ROW SERVICES IN AN AMOUNT NOT TO EXCEED \$4,500.00 (TO BE PAID FROM THE ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-043-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO 2024-045-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. IN AN AMOUNT NOT TO EXCEED \$6,600.00 FOR APPRAISAL REPORTS ON FOUR (4) PROPERTIES INVOLVED IN THE HUNTSVILLE BROWNS FERRY ROAD AND BURGREN ROAD INTERSECTION IMPROVEMENT ON PROJECT NO 22-036 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2024-045-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

RESOLUTION NO. 2024-036-R: AWARD OF BID NO. 2024-001-ITB, WAYFINDING PROJECT PHASE 1, TO TRAV-AD SIGNS, INC., IN THE AMOUNT OF \$292,123.37 (TO BE PAID FROM FUND 38-010-000-2941-05)

Council Member Powell moved to approve Resolution No. 2024-036-R. Council Member Shaw seconded. Council Member Powell thanked Director of Development Services Mary Beth Broeren for the work on this project. Mayor Finley asked what the proposed time frame of completion is. Director of Development Services Mary Beth Broeren stated within six months. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2024-047-R: AUTHORIZING MOU WITH NORTH ALABAMA DRUG ENFORCEMENT TASK FORCE

Council Member Shaw moved to approve Resolution No. 2024-047-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-048-R: AUTHORIZE MOU WITH MADISON COUNTY FOR JOINT TRAFFIC OPERATIONS

Council Member Shaw moved to approve Resolution No. 2024-048-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine
Council Member John Seifert

Absent
Absent

Motion carried.

RECREATION

RESOLUTION NO. 2024-046-R: AUTHORIZING A MOU WITH THE MADISON BOARD OF EDUCATION FOR BUSES DURING EASTER EVENT

Council Member Shaw moved to approve Resolution No. 2024-046-R. Council Member Spears seconded. Council Member Wroblewski asked the date for the event. Director of Parks & Recreation Kory Alfred replied March 23, rain date March 30. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Council President Bartlett stated there will be no Work Session in February but likely two in March that will be announced later with those dates.

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	Absent

Motion carried.

The meeting was adjourned at 6:25 p.m.

Minutes No. 2024-03-RG, dated February 12, 2024, read, approved and adopted this 26 day of February 2024.

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

RESOLUTION NO. 2024-042-R**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE
PURSUANT TO SECTION 16-108 OF THE 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	SCOTT C420 Powered Air Purifying Respirator Serial Number #05288
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05287
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05303
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05461
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05450
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05295
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05290
1	SCOTT C420 Powered Air Purifying Respirator Serial Number #05294

; and

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

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

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

READ, APPROVED, and ADOPTED this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

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: **01/29/2024**

Department: **Police**

Item Description: **SCOTT C420 Powered Air Purifying Respirator**

Serial/Model #: **05288**

New: ☐

Used: ☐

Location: **Special Ops - SWAT**

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

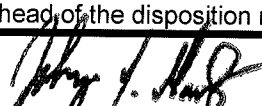
Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Signature:  (Department Head or Designee)

01/29/2024

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024Department: PoliceItem Description: SCOTT C420 Powered Air Purifying RespiratorSerial/Model #: 05287New: ☐Used: ☐Location: Special Ops - SWAT

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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


 Signature: (Department Head or Designee)

01/29/2024

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024

Department: Police

Item Description: SCOTT C420 Powered Air Purifying Respirator

Serial/Model #: 05303

New: ☐

Used: ☐

Location: Special Ops - SWAT

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/29/2024

Date: _____

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024

Department: Police

Item Description: SCOTT C420 Powered Air Purifying Respirator

Serial/Model #: 05461

New: ☐ Used: ☐

Location: Special Ops - SWAT

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

[Signature]
Signature: (Department Head or Designee)

01/29/2024

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024Department: PoliceItem Description: SCOTT C420 Powered Air Purifying RespiratorSerial/Model #: 05450New: ☐Used: ☐Location: Special Ops - SWAT

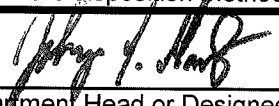
Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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


 Signature: (Department Head or Designee)

01/29/2024

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024

Department: Police

Item Description: SCOTT C420 Powered Air Purifying Respirator

Serial/Model #: 05295

New: ☐

Used: ☐

Location: Special Ops - SWAT

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/29/2024

Date: _____

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

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024

Department: Police

Item Description: SCOTT C420 Powered Air Purifying Respirator

Serial/Model #: 05290

New: ☐

Used: ☐

Location: Special Ops - SWAT

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: (Department Head or Designee) _____

01/29/2024

Date: _____

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 01/29/2024

Department: Police

Item Description: SCOTT C420 Powered Air Purifying Respirator

Serial/Model #: 05294

New: ☐

Used: ☐

Location: Special Ops - SWAT

Vendor Name: _____

Asset Class: _____ Activity Code: _____ Fund: _____ Acct. No.: _____

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: _____

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

Signature: *Jeffrey L. Harb*
(Department Head or Designee)

01/29/2024

Date:

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2024-057-R**A RESOLUTION ACCEPTING SOFTWARE LICENSE SUBSCRIPTION RENEWAL
WITH NEARMAP U.S. INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew a software license subscription with NearMap U.S. Inc. for aerial imagery and AI layers for building layers., said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as **Attachment A: Renewal Quote**. 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 NearMap U.S. Inc. in the amount(s) and manner authorized by the proposal 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 26th day of February 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

RENEWAL QUOTE

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Madison, AL	Quote Number	Q097256
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	04/30/2024
Subscription Term	12 Month	Account Rep	Nick Casey nick.casey@nearmap.com
Subscription Start Date	03/30/2024	Payment Term	Net 30
		Payment Method	Invoice
Bill To	City of Madison, AL Keith Conville 100 Hughes Road Lower Level, Madison, Alabama, 35758 (256) 772-5629 keith.conville@madisonal.gov	Ship To	City of Madison, AL Keith Conville 100 Hughes Road Lower Level, Madison, Alabama, 35758 (256) 772-5629 keith.conville@madisonal.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap AI	22550 Parcels / Year	Nationwide	NA
AI Pack: Building Characteristics	NA	Nationwide	NA
AI Pack: Building Footprints	NA	Nationwide	NA
AI Offline Vector	22550 Credits/Year	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$8,500.00
*Estimated Tax			\$0.00
Total			USD \$8,500.00

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

ACCEPTANCE OF Q097256 will constitute an Agreement with Nearmap

By selecting **"Yes"** or **signing below**, you acknowledge that (a)(i) the Additional Terms and Conditions of the previous Agreement between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (ii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:

Date: February , 2024

Full Name: Paul Finley

Position: Mayor

PO Number (if required):

If printed, please sign, scan and email to: orders.us@nearmap.com

ATTEST:

 Lisa D. Thomas, CMC
 City Clerk-Treasurer
 CITY OF MADISON, ALABAMA

Schedule 1

Additional Terms and Conditions

RESOLUTION NO. 2024-060-R**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE MADISON BOARD OF
EDUCATION**

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 the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Transportation Agreement" to provide buses during various City events for the year; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and the Mayor or his designee shall be hereby authorized 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 fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**City of Madison Board of Education
Transportation Agreement
With
The City of Madison**

This agreement is made between the City of Madison Board of Education (hereinafter “MCS” and the City of Madison (hereinafter “Customer”).

1. **Term:** The term of this Agreement will begin on February 27, 2024, and end on December 31, 2024, except as otherwise provided.

Scope of Services to be provided: MCS will provide transportation services to Customer using MCS buses driven by MCS bus drivers during the term of this agreement for the following event or purposes:

- July Fourth Event – July 3, 2024 (Wednesday) between 4:00 p.m. and 11:00 p.m.
- Summer Day Camp – June 5, 2024 through July 24, 2024 (Wednesday of each week) from 8:30 a.m. through 12:00 p.m.
- Christmas Parade – December 12, 2024 (Thursday), rain date December 14, 2024 (Saturday) between 5:00 p.m. and 8:00 p.m.

3. **Compensation for Service:** Customer will pay MCS on the following basis:

\$20.00 per hour per bus and driver provided per route.

Other Terms Applicable to Services under this Agreement:

\$3.50 per mile and per bus

Payment: Payment of all invoices issued under this Agreement shall be due upon receipt and shall be delinquent after thirty (30) days. A late fee of Fifty Dollars (\$50.00) shall be applied to all invoices unpaid after thirty (30) days and for each additional thirty (30) days thereafter as long as the invoice remains unpaid.

4. **Indemnification:** Customer indemnifies and holds the Board harmless for any negligent or intentional act or omission of the City of Madison, its employees or agents, in any manner connected with the provision of the referenced transportation service, including but not limited to the Customer’s responsibility to provide adequate security and traffic direction, parking assistance, assistance with loading or unloading

of passengers on buses, or other services related to this event. The obligation to indemnify shall survive the termination of this Agreement.

- 5. **Immigration Compliance:** By signing this agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 6. **Termination:** This Agreement may be terminated by either party by providing a thirty (30) day written notice to the other party.
- 7. **Notices:** All notices under this Agreement shall be given as shown below:

Customer:	Attn: Paul Finley, Mayor Madison Municipal Complex 101 Hughes Road Madison, AL 35758
City of Madison Board of Education:	Attn: Dr. Ed Nichols, Superintendent Madison City Schools 211 Celtic Drive Madison, AL 35758

DATED this ____ day of _____, 2024

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____
Paul Finley, Mayor

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent

RESOLUTION NO. 2024-062-R**A RESOLUTION AUTHORIZING RENEWAL OF PREVENTATIVE
MAINTENANCE AGREEMENT WITH STRYKER MEDICAL**

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 Stryker Medical to renew a Preventative Maintenance Agreement, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Quote No. 10858074", 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 conditions precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Stryker Medical in the amount and manner authorized by the proposed quote once 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 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February, 2024.

Paul Finley, Mayor
City of Madison, Alabama



PREVENTATIVE MAINTENANCE

Quote Number: 10858074

Remit to: **Stryker Medical**
P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: MADISON FIRE AND RESCUE

Rep: Tyler Sanders

Attn:

Email: tyler.sanders@stryker.co

Phone Number: m

GPO: CUSTOMER CONTRACT

Service Rep:

Quote Date: 01/28/2024

Email:

Expiration Date: 02/27/2024

Contract Start: 02/14/2024

Contract End: 02/13/2025

Delivery Address

Name: MADISON FIRE AND RESCUE

Sold To - Shipping

Name: MADISON FIRE AND RESCUE

Bill To Account

Name: MADISON MUNICIPAL
COMPLEX

Account #: 20149495

Account #: 20149495

Account #: 20149527

Address: 101 MILL RD

Address: 101 MILL RD

Address: 100 HUGHES RD

MADISON

MADISON

MADISON

Alabama 35758-1039

Alabama 35758-1039

Alabama 35758-1110

ProCare Products:

#	Product	Description	Months	Qty	Discount %	Sell Price	Total
1.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	12	4	15.0%	\$387.60	\$1,550.40
2.0	LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	6	15.0%	\$1,873.40	\$11,240.40
3.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	4	15.0%	\$1,461.15	\$5,844.60
4.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	12	1	15.0%	\$1,461.15	\$1,461.15

Price Totals:

Grand Total: \$20,096.55



PREVENTATIVE MAINTENANCE

Quote Number: 10858074

Version: 1

Prepared For: MADISON FIRE AND RESCUE

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308 Chicago,
IL 60673-3308

Rep: Tyler Sanders

Email: tyler.sanders@stryker.com

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep:

Quote Date: 01/28/2024

Expiration Date: 02/27/2024

Contract Start: 02/14/2024

Contract End: 02/13/2025

Email:

Authorized Customer Signer (Printed)	Date	Stryker Authorized Signature (Printed)	Date
Paul Finley, Mayor			

_____	02/ /2024
Authorized Customer Signature	Date

Stryker Authorized Signature	Date

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-AED-FIELD-REPAIR	48524025
1.0	PROCARE-SVC-AED-FIELD-REPAIR	41678789
1.0	PROCARE-SVC-AED-FIELD-REPAIR	41678786
1.0	PROCARE-SVC-AED-FIELD-REPAIR	42323897
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48013354
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011056
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011306
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011186
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48011049
2.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50669981
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	30136842
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	30148217
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	30137363
3.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	30135804
4.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520N921

Purchase Order Form

stryker®

Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number **10858074**

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num		
Company Name	City of Madison, AL	
Contact or Department	Finance Dept.	
Street Address	100 Hughes Rd.	
Add'l Address Line	Madison, AL 35758	
City, ST ZIP	256-772-5600	
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name	Madison Fire & Rescue	
Contact or Department	Richard Ennis	
Street Address	101 Mill Road Madison,	
Add'l Address Line	AL 35758 256-762-6003	
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name **Finance Department**
 Email **ap@madisonal.gov**
 Phone **256-772-5600**

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name **Paul Finley**
 Title **Mayor**
 Signature _____
 Date **February**, 2024

Attachment Stryker Quote Number **10858074**

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020



LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2024-063-R**PROVIDING FOR THE DISPOSITION OF PERSONAL PROPERTY OF NEGLIGIBLE VALUE
PURSUANT TO SECTION 16-108 OF THE CITY OF MADISON CODE OF ORDINANCES**

WHEREAS, the City of Madison owns personal property (formerly used by Information Technology Department) for which the City has no continuing need, such property consisting of the follows:

QUANTITY	DESCRIPTION
2	Projector Screens

;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 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February, 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-067-R**ACCEPTANCE OF COUNTRY MUTUAL INSURANCE COMPANY, DBA COUNTRY
FINANCIAL SETTLEMENT CLAIM NO. 600-0832142 FOR DAMAGE TO MADISON
CEMETERY IRON FENCE ON MILL ROAD**

WHEREAS, on December 01, 2023, at 165 Mill Road, Madison Cemetery, property damage to the iron fence on Mill Road, caused by a single truck collision.

WHEREAS Country Mutual Insurance Company, DBA Country Financial, the insurance carrier for the insurer has settled on a payment of \$3,400.00. The settlement offer is in the amount of \$3,400.00 for damage to the iron fence on 165 Mill Road located around Madison Cemetery.

NOW THEREFORE BE IT RESOLVED that the City of Madison, Alabama does accept a settlement offer in the amount of \$3,400.00 for the damage to the iron fence on Mill Road located at the Madison Cemetery. Mayor is hereby authorized to execute any documents to accept said offer of settlement for the property damage associated with Country Mutual Insurance Company, DBA Country Financial, Claim Number 600-0832142.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024

Paul Finley, Mayor
City of Madison, Alabama



COUNTRY Mutual Insurance Company®
P.O. Box 2100, Bloomington, Illinois 61702-2100

City of Madison .Alabama
Attention Legal department 100 Hughes Rd
Madison, AL 35758

Policy Number: P010496220
Billing Number: 0004059087
Policyholder: Tameika & Derrick White

Claim Number: 600-0832142
Date of Loss: 12/01/2023
04610

Ref/Invoice: No enclosures
Patient Name:

Payment Date: February 9, 2024
Pay To The Order Of: City of Madison .Alabama
In Payment For: Property Damage Liability

Date Of Service:
Payment Amount: \$3,400.00
\$3,400.00

If you have any questions concerning this payment, please contact:
Takesha Hicks, Claims Representative
(866)268-0310
takesha.hicks@countryfinancial.com

RESOLUTION NO. 2024-069-R

**A RESOLUTION AUTHORIZING AN AMENDMENT TO A LEASE
AGREEMENT WITH CANON FOR AN ADDITIONAL COPIER
FOR THE PARKS & RECREATION DEPARTMENT**

WHEREAS, on January 9th, 2023, the City of Madison entered into a lease agreement with Canon Financial Services for the lease of several copiers for a monthly payment of \$3,439.70 to be paid for a period of twenty-four (24) months; and

WHEREAS, on the recommendation of the Director of Information Technology, Chris White, the City seeks to add an additional copier to this lease agreement for the use of the Parks & Recreation Department at the Wellness Center located at 190 Graphics Drive; and

WHEREAS, no material changes are made to the lease agreement other than to add the one copier.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned lease and payment therefor are hereby authorized, the price of such equipment not to exceed **an additional one hundred thirty five dollars and ninety five (\$135.95)** per month, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such lease and payment therefor.

READ, APPROVED AND ADOPTED this 26th day of February 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value

CFS-1043 (01/17)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME)		DBA		PHONE	
Madison Alabama City Of				("Customer") (256) 772-5649	
BILLING ADDRESS		CITY	COUNTY	STATE	ZIP
100 Hughes Rd.		Madison	Madison	AL	35758
EQUIPMENT ADDRESS		CITY	COUNTY	STATE	ZIP
Wellness Center: 190 Graphics Drive		Madison	Madison	AL	35758
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
1		Canon IR ADV DX C3926i	24	\$ 135.95	
			* Plus Applicable Taxes		
TERM		PAYMENT FREQUENCY		END OF TERM PURCHASE OPTION	
<u>24</u> (in months)		<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		Fair Market Value	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

<p style="text-align: center;">ACCEPTED</p> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____ Email Address: _____</p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____ Email Address: _____</p>
<p>ACCEPTANCE CERTIFICATE</p> <p>To: Canon Financial Services, Inc. ("CFS")</p> <p>Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.</p> <p>Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____</p>	

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name], with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054.

all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").

2. TERM OF AGREEMENT: This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

4. APPLICATION OF PAYMENTS: All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

6. FISCAL FUNDING: Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

7. ACCEPTANCE; DELIVERY: Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.

8. LOCATION; LIENS; NAMES; OFFICES: Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

2. **WARRANTY OF BUSINESS FOR USE, USE, PERSONAL PROPERTY, FINANCING STATEMENTS.** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto. Customer irrevocably waives any right to notice thereof.

10. INDEMNITY: Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the Fair Market Value of the Equipment (as defined herein); plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RENEWAL; RETURN: This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. PURCHASE OPTION; (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

27. GOVERNMENT USE: Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation. Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address:
 14904 Collections Center Drive
 Chicago, Illinois 60693
 (800) 220-0200 www.cfs.canon.com

Agreement Addendum PERSONAL PROPERTY TAX

CFS-1123 (08/12)

Agreement Number:

Customer: Madison Alabama City Of

This Personal Property Tax Addendum ("Addendum") is made a part of the above mentioned Agreement (whether designated a lease, rental, Master Lease together with any Schedules thereto, or otherwise, the "Agreement"), by and between the above mentioned Customer ("Customer") and Canon Financial Services, Inc. ("CFS") pursuant to which Customer is or shall become the renter or lessee of certain Equipment (as defined in the Agreement). Capitalized terms used herein but not defined will have the same meanings assigned to them in the Agreement.

1. Notwithstanding anything to the contrary contained in the Agreement regarding taxes, fees, and other charges, in consideration of CFS waiving Customer's obligation to reimburse CFS for state and local personal property taxes on the Equipment, Customer agrees to pay CFS the increased monthly payment set forth in the Agreement. Customer remains responsible for all other taxes, fines or penalties relating to the Agreement or the Equipment.
2. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth herein, and in all other respects the Agreement remains in full force and effect.

Customer agrees that CFS may accept a facsimile or other electronically transmitted copies of this Addendum as an original, and that facsimile or other electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

AGREED	AUTHORIZED CUSTOMER SIGNATURE
Canon Financial Services, Inc.	Customer: <u>Madison Alabama City Of</u>
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	



THE LIOCE GROUP
NEW DIMENSION IN BUSINESS

Item H.

The Lioce Group
2950 Drake Avenue
Huntsville, AL 35805

Service Agreement

Date	2/19/2024
Customer #	
Representative	Adam Hiatt

Bill To

City Of Madison	
100 Hughes Road	
Madison, AL 35758	
Contact:	Laurel Rossmeier
Meter Contact:	iW Remote
Meter Method:	iW Remote
E-Mail	laurel.rossmeier@madisonal.gov
Phone	(256) 772-5636

Ship To

See Location Notes below

Installation and Service Agreement Options

Appropriate categories must be initialed by the client in the box to the left of the option.

Maintenance Type: Monthly				
Contract Length (months): 36				
Contract Start Date: Install Date				
Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W			0.0087	Monthly
B/W (LU724)			0.0153	Monthly
B/W (C3926i's)			0.0082	Monthly
Color			0.0617	Monthly
Color (LU724)			0.0992	Monthly
Color (C3926i's)			0.0944	Monthly
Toner	Included			
Paper	Not Included			
Staples	Not Included			

TLG will bill monthly per copy/print for both Black & White and Color at the rates listed above

Make/Model and (ID#)	Location/Address
Canon C5535i III (LU730)	Police Admin - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU732)	Police Patrol - 100 Hughes Rd, Madison, AL, 35758
Canon 6555i III (LU734)	Police Records - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU735)	Police Investigation - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU731)	Mayor - 100 Hughes Rd, Madison, AL, 35758
Canon C5560i III (LU745)	Finance - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU729)	Legal - 100 Hughes Rd, Madison, AL, 35758
Canon 4535i III (LU739)	Court - 100 Hughes Rd, Madison, AL, 35758
Canon C5560i III (LU733)	City Clerk - 100 Hughes Rd, Madison, AL, 35758
Canon C5860i (AD262)	HR - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU727)	Building - 100 Hughes Rd, Madison, AL, 35758
Canon C5550i III (LU728)	Planning - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU736)	Revenue - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU741)	Engineering - 100 Hughes Rd, Madison, AL, 35758
Canon C5535i III (LU726)	Fire - 101 Mill Rd, Madison, AL, 35758
Canon C5560i III (LU737)	Recreation - 8324 Madison Pike, Madison, AL, 35758
Canon C5535i III (LU740)	Senior Center - 1282 Hughes Rd, Madison, AL, 35758
Canon C256iF III (LU724)	Police Dispatch - 1570 Old Monrovia Rd, Huntsville, AL, 35806
Canon C5535i III (LU738)	Public Works - 240 Palmer Rd, Madison, AL, 35758
Canon C3926i (AF844)	Grounds & Facilities - 228 Mose Chapel Rd., Madison, AL 35758
Canon C3926i	Wellness Center - 190 Graphics Drive, Madison, AL 35758

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance

Dealer Representative

Authorized Signature/Date	Print Name	Title	Signature	Date

Terms and Conditions

General Terms and Conditions

1. DEFINITION AND INCORPORATION. The term "Maintenance Agreement" as used herein shall mean the Maintenance Agreement for service, software and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and The Lioce Group, Inc. ("TLG") agree that these Terms and Conditions are incorporated by reference into the Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and TLG concerning the Equipment or Software which is the subject of a Maintenance Agreement. All references to "Equipment" pertain to Equipment and/or Software provided by TLG and covered under this Maintenance Agreement.

2. INSTALLATION. Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.

3. Maintenance with Supplies. If Customer selects the option with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, TLG will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). TLG will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by TLG and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. Maintenance with Supplies does not include paper, labels, staples or transparencies of any kind. TLG reserves the right to charge Customer for shipping and handling charges incurred by TLG for the delivery of any Consumable Supplies delivered to the Customer. TLG agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 15, TLG shall have the right under this Maintenance Agreement to increase the Maintenance rate without written notice to Customer.

4. EXCESS COPIES. The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide TLG with meter readings on the last day of each month and/or when requested by TLG. Each 8 1/2" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. TLG reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide TLG access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide TLG with meter readings on the last day of the month, TLG shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered either monthly, quarterly, semi-annually or annually as determined by TLG.

5. PAYMENT; SUSPENSION OF SERVICE. Customer agrees to pay, by check made payable to TLG or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. TLG does not accept cash payments. If any part of any payment due to TLG hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover TLG's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, TLG shall have the right to discontinue service in the event Customer becomes delinquent in payment.

6. CUSTOMER CHANGES. TLG reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for TLG to provide service to Customer or the Equipment.

7. MAINTENANCE ONLY. If Customer selects the Maintenance Only Option on the Maintenance Agreement, TLG will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are toner, developer, filters, paper, preventative maintenance kits, print wheels/heads, ribbons, ink cartridges, staples, and waste toner bags/receptacles. If Customer uses parts or suppliers other than TLG Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems, or unacceptable copy quality, then TLG may terminate this Maintenance Agreement and the unused portion of any fee refunded is in TLG's sole and absolute discretion. In the event TLG so terminates this Maintenance Agreement, Customer will be offered continuing service from TLG at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established TLG rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established TLG rates then in effect.

8. BUSINESS HOURS FOR SERVICE. All services provided hereunder are available only during TLG's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of TLG holidays and subject to change by TLG. At Customer's request, TLG may render service outside of normal business hours, subject to availability of personnel and additional charges at established TLG rates then in effect.

9. RETAINED TITLE. Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in TLG until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to TLG on demand. Additionally, TLG reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to TLG's standard formula for such proration.

10. AVAILABILITY OF SUPPLIES. TLG Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.

11. RECONDITIONING. When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, TLG will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, TLG may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.

12. NETWORK INTEGRATION. If Network Integration services are provided by TLG, Customer warrants that the TLG Digital Site Survey has been accurately completed and TLG may rely on the information contained in the Site Survey in providing network integration services. TLG reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

13. SYSTEM MONITORING. TLG will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with TLG product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in TLG's DNA). Should Customer opt-out of utilizing System Monitoring, TLG reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.

14. DIGITAL SUPPORT SERVICE (DSS). Unless the Customer opts-out of DSS at the time of execution of the Maintenance Agreement, or thereafter by providing not less than thirty (30) days prior written notice to TLG, TLG shall provide Customer with DSS, for a fee based on the Cost Schedule set forth in the DSS Addendum, which fees shall be

billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax driver updates, installation of additional print/fax drivers and installation of additional scan/fax destinations, including issues arising as a result of changes in operating systems, e-mail domains or servers that require reconnection to Customer's equipment.

15. AUTOMATIC RENEWAL. This Maintenance Agreement shall be automatically renewed without any notice from TLG or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at TLG's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 5% price increase over the prior term until equipment is in service for 5 years at which the maximum annual increase will not exceed 15%.

16. CANCELLATION OF SERVICE. Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, TLG may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. TLG may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, TLG will not issue any refund for the unused portion.

17. LIQUIDATED DAMAGES. In the event of Customer default or voluntary termination, Customer promises to pay to TLG the following amounts as liquidated damages (and not as a penalty): (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement and remains in default for seven (7) days after notice thereof, TLG may cancel this agreement and collect damages according to the foregoing formula.

18. NO WAIVER. Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by TLG does not constitute a waiver of such rights by TLG, or in any way prevent TLG from enforcing such rights, or any other rights hereunder, at a later time.

19. ENTIRE AGREEMENT. The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from TLG, constitutes the entire agreement between Customer and TLG related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

20. NO INDUCEMENTS. Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

21. NO MODIFICATION OF TERMS. Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of TLG, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

22. AUTHORITY. Customer and TLG each represent and warrant that their respective signatures to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

23. LIMITATION ON LIABILITY. Under no circumstances shall TLG be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. TLG's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to TLG pursuant to this Maintenance Agreement.

24. INDEMNITY. CUSTOMER SHALL INDEMNIFY TLG AGAINST AND HOLD TLG HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, TLG agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.

25. DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT/SOFTWARE "AS IS" AND TLG MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT/SOFTWARE IS MERCHANTABLE. TLG expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-TLG personnel. TLG will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.

26. ATTORNEYS FEES; COSTS. In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring TLG to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay TLG's reasonable attorneys' fees and all costs resulting from such action.

27. CHOICE OF LAW AND FORUM SELECTION CLAUSE. Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Alabama. This Maintenance Agreement is entered into and performable in the State of Alabama. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with TLG shall lie with any state or federal court of competent jurisdiction in Madison County, AL.

28. WAIVER OF JURY TRIAL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.

29. NOTICE. Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to TLG, said notice shall be sent to the registered agent for TLG in the state in which the transaction arose, or to TLG, Attention: Nick Lioce, 2950 Drake Avenue, Huntsville, AL 37478. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to TLG.

30. FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.

31. AFFIRMATIVE ACTION. TLG and all vendors and/or subcontractors are obligated to and do, to the best of TLG's knowledge comply with the EEO clause at 41 CFR 60 1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

Initials: _____

ORDINANCE NO. 2024-049**AN ORDINANCE DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING RELATED DISPOSITIVE ACTIONS**

WHEREAS, the City of Madison previously maintained a fire station located at 4182 Sullivan Street (herein "the Property") until 1996; and

WHEREAS, in 1996, upon constructing Fire Station Number One, the City moved all personnel and operations from the Property to the new Fire Station Number One location on Mill Road; and

WHEREAS, the Property has only been utilized for limited storage for the past twenty-eight years.

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

SECTION 1. That it is hereby established and declared that the following described real property owned by the City of Madison, Alabama, is no longer needed for public or municipal purposes:

ALL THAT PART OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF GREENFIELD SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 9, PAGE 31 IN THE OFFICE OF THE JUDGE OF PROBATE, MADISON COUNTY, ALABAMA, AND SAID POINT BEING A 1/2" CAPPED IRON PIN SET "JWK&A CA-1098LS" AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE NORTH 87 DEGREES 28 MINUTES 23 SECONDS WEST AND ALONG SAID NORTH BOUNDARY, A DISTANCE OF 396.41 FEET TO A CONCRETE MONUMENT FOUND ON THE EAST BOUNDARY OF LOT 4, BLOCK 1 OF MOORE SUBDIVISION, A PLAT OF SAME RECORDED IN PLAT BOOK 2, PAGE 64 IN THE OFFICE OF THE JUDGE OF PROBATE;

THENCE NORTH 01 DEGREES 51 MINUTES 07 SECONDS EAST AND ALONG SAID EAST BOUNDARY, A DISTANCE OF 51.35 FEET TO A 3/4" REBAR FOUND AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN DOCUMENT NUMBER 2006-796070;

THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST AND ALONG SAID BOUNDARY, A DISTANCE OF 210.15 FEET TO A 1/2" CAPPED IRON PIN FOUND "TACON";

THENCE NORTH 01 DEGREES 52 MINUTES 22 SECONDS EAST, A DISTANCE OF 208.53 FEET TO A CONCRETE MONUMENT FOUND ON THE SOUTH MARGIN OF PERRY STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 88 DEGREES 23 MINUTES 36 SECONDS EAST AND ALONG SAID SOUTH MARGIN, A DISTANCE OF 190.93 FEET TO A REBAR SET "JWK&A CA-1098LS" ON THE WEST MARGIN OF SULLIVAN STREET, A RIGHT OF WAY OF UNDETERMINED WIDTH;

THENCE SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST AND ALONG SAID WEST MARGIN, A DISTANCE OF 270.03 FEET TO A 1/2" CAPPED IRON PIN SET TO THE POINT OF BEGINNING AND CONTAINING 1.43 ACRES, MORE OR LESS.

SECTION 2. That the Mayor is authorized to solicit and receive offers for the sale of the Property with the Council reserving the right to review and reject any and all offers for the purchase of the Property that, in its opinion, it deems to be less than adequate consideration for the real property.

READ, PASSED, AND ADOPTED this 26th day of February 2024.

Ranae Bartlett, Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
 City of Madison, Alabama

ORDINANCE NO. 2024-015**ADOPTING STATE AND FEDERAL STANDARDS
FOR THE PREVENTION OF FLOOD DAMAGE****ARTICLE 1****STATUTORY AUTHORIZATION, FINDINGS OF
FACT, PURPOSE, AND OBJECTIVES**

The National Flood Insurance Program (NFIP) is managed by the Federal Emergency Management Agency (FEMA). Communities are not required to participate in the program by any law or regulation, but instead participate voluntarily in order to obtain access to NFIP flood insurance. Communities that choose to participate in the NFIP are required to adopt and enforce a floodplain development ordinance with land use and control measures that include effective enforcement provisions to regulate development in the floodplain resulting in reduced future flood losses.

FEMA has set forth in federal regulations the minimum standards required for participation in the NFIP; however, these standards have the force of law only because they are adopted and enforced by a state or local government; referred to as a NFIP community. Legal enforcement of the floodplain management standards is the responsibility of the participating NFIP community, which can elect to adopt higher standards as a means of mitigating flood risk. The City of Madison agrees to adopt and enforce this Ordinance, which meets or exceeds the minimum standards of the Code of Federal Regulations Title 44 §60.3 in order to participate in the NFIP and have access to federal flood insurance and other federal assistance.

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24; Chapter 45, Sections 1-11; Chapter 52, Sections 1-84; and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of Madison, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

(1) The flood hazard areas of Madison, Alabama (the Federal Emergency Management Agency's [FEMA] designated Special Flood Hazard Areas (SFHAs) or other areas designated by Madison as flood-prone areas) are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures

for flood relief and protection, and impairment of the tax base, all of which adversely affect public health, safety, and general welfare.

(2) These flood losses are caused most often by development, as defined in this Ordinance, in areas designated as FEMA SFHAs or other areas designated by Madison as vulnerable to flooding, including structures which are inadequately elevated or floodproofed (only non-residential structures) or are otherwise unprotected from flood damages; or by the cumulative effect of development in areas subject to flooding that cause increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (2) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.
- (3) Control development (including filling, grading, paving, dredging, and all other development as defined in this Ordinance).
- (4) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands.
- (5) Control the alteration of natural floodplains, stream channels, and natural protective barriers which may influence the flow of water.

SECTION D **OBJECTIVES**

The objectives of this Ordinance are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas;
- (4) Minimize expenditure of public money for costly flood control projects;

- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions; and
- (7) When asked for assistance regarding flood risk, ensure that potential home buyers are aware that a property is in an area subject to flooding.

ARTICLE 2

GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This Ordinance shall apply to all FEMA SFHAs and any additional areas designated by the City of Madison as floodplains or areas subject to flooding within the jurisdiction of Madison, Alabama.

SECTION B BASIS FOR SPECIAL FLOOD HAZARD AREAS

The SFHAs identified by FEMA in Madison County's **Flood Insurance Study (FIS)**, dated December 15, 1978, with accompanying Flood Insurance Rate Maps (FIRMs) and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this Ordinance. For those lands acquired by a municipality through annexation, the current effective FIS and data for Madison County are hereby adopted by reference. Community Flood Hazard Areas may also be regulated as SFHAs. FEMA encourages communities to adopt areas prone to flooding to be added to the FIRMs. They may include those areas known to have flooded historically or that have been defined through standard engineering analysis by a professional engineer, licensed to practice in the State of Alabama; or by governmental agencies or private organizations that are not yet incorporated into the FIS or otherwise designated by the community.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Madison:

- (1) Prior to the issuance of a Letter of Final Determination by FEMA, the use of the preliminary flood hazard data shall only be required where no BFEs and/or floodway areas exist or where the preliminary BFEs or floodway area exceed the BFEs and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised

flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administrating these regulations.

Where adopted regulatory standards conflict, the more stringent BFE shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this Ordinance PRIOR to the commencement of any development, as defined in this Ordinance, in identified SFHAs and any additional identified **Community Flood Hazard Areas** within the community.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this Ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This Ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this Ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this Ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the SFHAs or other identified areas subject to flooding or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Madison or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. The Code of Alabama (1975), Title 11, Chapters 19 and 45 grant local governments in Alabama the authority to administer the enforcement provisions stated within this section of the Ordinance.

- (1) **Stop Work Order.** The community may issue a stop work order, which shall be served on the applicant or other responsible person.
 - (a) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this Ordinance shall immediately cease.
 - (b) Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

The stop work order shall remain in effect until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein. The stop work order must include a provision that it may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.

- (2) **Notice of Violation.** If the community determines that an applicant or other responsible party for the development has failed to comply with the terms and conditions of a permit, or otherwise not in accordance with the provisions of this Ordinance, it shall issue a written Notice of Violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this Ordinance without having first secured a permit, the notice shall be served on the owner or the party in charge of the activity being conducted on the site. Therefore, any work undertaken prior to submission and approval of an official permit by the City of Madison or otherwise not in accordance with this Ordinance shall constitute a violation of this Ordinance and be at the permit holder's risk. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible party;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation (including failure to obtain a permit);
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this Ordinance and the date for

- the completion of such remedial action;
- (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement in the Notice of Violation shall be included that the determination of violation may be appealed to the community by filing a written Notice of Appeal within ten (10) working days after the Notice of Violation. Exceptions for the deadline for this Notice include: 1) in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be given; 2) if there's an imminent or immediate threat to life or property, then immediate action is required.
- (3) Civil penalties. Any person who violates this Ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues following receipt of the Notice of Violation shall be considered a separate offense. Nothing contained herein shall prevent the City of Madison from taking such other lawful actions as is necessary to prevent or remedy any violation.
- (4) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed.

Before taking any of the following enforcement actions or imposing any of the following penalties, the City of Madison shall first notify the applicant or other responsible person in writing of its intended action. The City of Madison shall provide reasonable opportunity, of not less than ten days (except, in the event the violation constitutes a danger to public health or public safety, then a 24-hour notice shall be sufficient; if there's an imminent or immediate threat to the public health or public safety then immediate action is required) to cure such violation.

In the event the applicant or other responsible party fails to cure such violation after such notice and cure period, the City of Madison may take or impose any one or more of the enforcement actions or penalties listed below.

- (a) Termination of water service and/or withhold or revoke Certificate of Occupancy. The community may terminate utility services to the property and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements/repairs conducted on the site. The order shall remain in-place until the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violation or violations described therein.

- (b) Suspension, revocation, or modifications of permit. The community may suspend, revoke, or modify the permit that authorizes the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible party has taken the remedial measures set forth in the Notice of Violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the community may deem necessary). That would enable the applicant or other responsible party to take the necessary remedial measures to cure such violations.
- i. The Administrator may revoke a permit issued under the provisions of this Ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this Ordinance.
- (c) Section 1316 Declaration. A Section 1316 declaration shall be used only when all other legal means included in this Ordinance to remedy a violation have been exhausted and the structure remains non-compliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued, no NFIP insurance claim can be paid on any policy on the property, and federal disaster assistance will be denied for the property.

The declaration must be in writing (letter or citation), from the community to the property owner and to the FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation of that authority;
- iv. Evidence that the community has taken and exhausted all legal means to remedy the violation, including all Community enforcement actions, as specified in this Ordinance; and
- v. Notice of violation, and a statement regarding the prospective denial of insurance.

The structure will be considered a violation until such time the violation has been remedied. If a structure that has received a Section 1316

declaration is made compliant with the all the applicable provisions of this Ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance eligibility restored.

- (5) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the community, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the community upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the community's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing to the Floodplain Administrator and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty (30) days from the date of receipt of the Notice of Appeal.

- (6) All appeals shall be heard and decided by the community's designated appeals board, which shall be the City Council, or their designees. The appeals board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the community's floodplain development ordinance, and any other applicable local, state, or federal requirements. Appeals cannot be in opposition to the provisions of this Ordinance. The decision of the appeal board shall be final.
- (7) A judicial review can be requested by any person aggrieved by a decision or order of the community, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Circuit Court of Madison County, Alabama.

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION J. REPEALER

Ordinance 2019-323 of the City of Madison, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3

ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The City Engineer for the City of Madison is hereby appointed to administer and implement the provisions of this Ordinance. The City Engineer of the City of Madison shall hereto after be referred to as the Floodplain Administrator in this Ordinance.

SECTION B PERMIT PROCEDURES

Application for a Floodplain Development Permit shall be made to the Floodplain Administrator on forms furnished by the community **PRIOR** to any development (any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials) in the SFHAs of the community, and may include, but not be limited to, the following: plans in duplicate drawn to scale showing the elevations of the area of development and the nature, location, and dimensions of existing or proposed development.

Specifically, the following procedures and information are required for all projects in the SFHA or other designated floodplains within the jurisdiction of the City of Madison:

(1) Application Stage

Plot plans are to include:

- (a) The BFEs where provided as set forth in Article 4, Section B and C;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as set forth in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor elevation, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
- (f) Design certification from a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, who is registered to practice in the State of Alabama, that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);

(g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this Ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1) and B(3) when solid foundation perimeter walls are used.

(h) Usage details of any enclosed areas below the lowest floor shall be described.

(i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.

(j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be prepared by a professional engineer, who is licensed to practice in the State of Alabama, on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.

(k) Certification of the plot plan by a professional engineer or surveyor, who is licensed to practice in the State of Alabama, is required.

(l) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill elevation must meet the community's freeboard elevation at that location. If the top of fill elevation is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvements must meet the required community freeboard elevation.

(m) An Elevation Certificate marked "Construction Drawings" in section C of such certificate, is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level **using appropriate FEMA elevation or floodproofing certificate**, accompanied by a foundation survey of the formwork at installation stage prepared by a professional engineer or surveyor, immediately after the lowest floor or flood-proofing is completed. In addition:

(a) When flood-proofing is utilized for non-residential structures, said certification shall be prepared by professional engineer, who is licensed to practice in the State of Alabama, or architect, who is registered to practice in the State of Alabama.

(b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**

(c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed. Failure to submit certification or failure to make the required corrections, shall be cause to issue a Notice of Violation and/or Stop-Work Order for the project.

(d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the SFHAs within the jurisdiction of the community to ensure that the work is being done according to the provisions of this Ordinance and the terms of the permit. Members of the inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the City of Madison during normal business hours of the community for the purposes of inspection or other enforcement action.

(e) The Floodplain Administrator may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.

(3) **Finished Construction**

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31 or equivalent), which depicts all finished construction elevations, must be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

(a) If the project includes a floodproofing measure, a FEMA floodproofing certificate must be submitted by the permit holder to the Floodplain Administrator.

(b) The Floodplain Administrator shall review the certificate(s) and the data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance.

(c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(d) Documentation regarding completion of and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of

this Ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.

(e) All records that pertain to the administration of this Ordinance shall be maintained in perpetuity and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator and his/her designated staff is hereby authorized and directed to enforce the provisions of this Ordinance. The Floodplain Administrator is further authorized to render interpretations of this Ordinance which are consistent with its spirit and purpose. Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Require permits for all proposed construction or other development in the community, including the placement of manufactured homes, so that it may be determined whether such construction or other development is proposed within flood-prone areas. Ensure the public is aware that floodplain development permits are required for development in SFHAs.
- (2) Conduct regular inspections of the community's SFHAs for any unpermitted development and issue Stop Work Orders and Notice of Violations for any such development. Any unpermitted structure or non-structural development in the SFHA will be considered a violation until such time that the violation has been remedied.
- (3) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (4) Review all permit applications of proposed development, to determine whether the proposed construction or other development will be reasonably safe from flooding and to assure compliance with this Ordinance.
 - (a) If the provisions of this Ordinance have been met, approve the permit.
 - (b) If the provisions of this Ordinance have not been met, request that either corrections and accurate completion of the application be made or disapprove the permit.

- (5) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any BFE and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (6) Verify and record the actual elevation of the lowest floor, in relation to mean sea level (or highest adjacent grade), including basement, of all new construction or substantially improved residential structures in accordance with Article 3, Section B(2).
- (a) Review elevation certificates and require incomplete or incorrect certificates to be corrected and resubmitted for approval.
- (b) A post-construction elevation certificate is required to be kept with the permit and certificate of occupancy in perpetuity; a pre-construction elevation certificate can be used to ensure the correct elevation for the lowest floor and machinery along with the correct number of vents that will be used.
- (7) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved non-residential structures have been elevated or floodproofed, in accordance with Article 3, Section B, or Article 4, Sections B(2) and E(2).
- (8) When floodproofing is utilized for a non-residential structure, the Floodplain Administrator shall obtain certification of design criteria from a professional engineer, licensed to practice in the State of Alabama, or licensed architect, registered to practice in the State of Alabama, in accordance with Article 3, Section B(1) and Article 4, Section B(2) or E(2).
- (9) Notify adjacent communities and the Alabama Department of Environmental Management and the appropriate district office of the U.S. Army Corps of Engineers prior to any alteration or relocation of a watercourse. Submit evidence of such notification to FEMA and the NFIP State Coordinator's Office (Alabama Department of Economic and Community Affairs, Office of Water Resources).
- (10) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months after completion of the project to FEMA and State to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained following completion of the project.
- (11) Where interpretation is needed as to the exact location of boundaries of the SFHA (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.

(12) All records pertaining to the provisions of this Ordinance shall be maintained, in perpetuity, at the office of the Floodplain Administrator and shall be available for public inspection when requested.

(13) For any improvements made to **existing construction** located in the SFHA (as established in Article 2, Section B) ensure that a permit is obtained. Also, **conduct Substantial Improvement (SI)** (as defined in Article 6 of this Ordinance) **reviews and analysis of all structural development permit applications**. Maintain a record of the SI calculations and comments within the permit files in accordance with Section C(11) of this Article.

(14) For any residential and nonresidential structures located in the SFHAs that are damaged from any source, natural hazard or man-made, **conduct Substantial Damage (SD)** (as defined in Article 6 of this Ordinance) **assessments**.

- (a) The Floodplain Administrator shall ensure that permits are obtained, in accordance with this Ordinance, prior to any repairs commencing.
- (b) Make SD determinations **whenever structures within the SFHA area are damaged** by any cause or origin. SD determinations shall not be waived to expedite the rebuilding process during a post-disaster recovery or for any other reason.
- (c) If the community has a large number of buildings in their SFHA that have been damaged, they should decide in advance how best to handle permitting and inspecting damaged buildings for substantial damage determinations.
- (d) If required, a **moratorium may be placed on all non-disaster** related construction permits until the community has sufficiently completed its SD determinations.
- (e) The SD determinations should be performed immediately after the damage-causing event or other cause of damage.
- (f) The community shall utilize **methods and tools** for collecting building data and performing analyses that will provide **reasonable and defensible SD determinations**. Those tools shall be capable of generating reports for record-keeping purposes and to provide to the applicable property owners if requested.
- (g) Maintain a record of the SD calculations within permit files in accordance with Section C(11) of this Article.
- (h) If the SD determination finds that the extent that the **cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value** of the structure before the damage occurred, the Floodplain Administrator shall:
 - i. Coordinate with the property owner and issue a letter to convey the SD determination.
 - ii. Determine if the damage was caused by flooding and include the cause in the letter to the property owner. Also, include whether or not the

structure qualifies as a repetitive loss structure per the definitions in Article 6 of this Ordinance. The information can be used to determine if the claim is eligible for an Increased Cost of Compliance claim.

- iii. Coordinate with property owners and insurance companies for any NFIP claims.
 - iv. If the repairs are to proceed, coordinate with the permit applicant to ensure a permit is obtained and inspections are conducted to ensure that all applicable provisions of this Ordinance are adhered to without exception or waiver.
- (i) A structure qualifies as a **repetitively damaged structure** (synonymous to repetitive loss property) if it's determined to have been damaged by flooding two or more times within a 10-year period where the cost of repairing the flood damage, on average, equaled or exceeded 25 percent of its market value at the time of each flood event. All of the provisions of Article 3, Section C(13) for substantial damages shall apply to any repetitively damaged structure, whether it is covered by NFIP flood insurance or not.

If the structure is located within a SFHA and NFIP flood insurance claims were paid for each of the two flood losses then the structure is eligible for an Increased Cost of Compliance (ICC) claim. The following procedures shall be performed by the community to track repetitive losses and provide documentation necessary for an ICC claim:

- i. Maintain permit records of all reconstruction and repairs for flood damages;
 - i. Record the date of repairs for a particular building so that the repair history can be checked before the next permit is issued;
 - ii. Record the flood-related cost to repair the building and the market value of the building before the damage occurred for each flood event; and
 - iii. Issue a letter of Notice of Determination to the owner of the structure.
- (j) Ensure that phased improvements and incremental repairs do not circumvent the SI/SD requirements.
- (k) Ensure that any combinations of elective improvements being made in addition to the necessary repairs to damages are included in making the SI/SD determination.
- (l) An applicant for a permit may appeal a decision, order, or determination that was made by the local official for the following:
- i. The local official's finding or determination that the proposed work constituting a SI/SD were based on insufficient information, errors, or repair/improvement costs that should be included and/or excluded;
 - ii. The local official's finding or determination that the proposed work constituting a SI/SD were based on inappropriate valuations of costs for

the proposed work, or an inappropriate method to determine the market value of the building.

- (m) It is not appropriate for a permit applicant to seek an appeal who wishes to build in a manner that is contrary to the regulations and codes included in this ordinance. In those cases, the applicant should seek a variance.
- (n) Ensure that any building located in a floodway that constitutes a SI/SD has an engineering analysis performed in accordance with Article 4, Section C(2). If that analysis indicates any increase in the BFE, the local official must not allow the proposed work unless the structure is brought into full compliance with this Ordinance.

(15) **Coordinate with insurance adjusters** prior to permitting any proposed work to bring any flood-damaged structure covered by a standard flood insurance policy into compliance (either substantially damaged structures or repetitive loss structures) **to ensure eligibility for ICC funds.**

(16) **Right of Entry**

- (a) After the Certificate of Occupancy has been issued for a building and the Floodplain Administrator observes or has reasonable cause to believe that renovations or retrofits have been made to the building, structure, or premises located in a SFHA that appear to be in violation of any provisions of this Ordinance, he/she shall have the right to seek entry into that building as described in (b) to (e) below.
- (b) Whenever it becomes necessary to make an inspection to enforce any of the provisions of this Ordinance, the Floodplain Administrator may enter such building, structure or premises at all reasonable times (normal business hours for the community) to inspect the same or perform any duty imposed upon the Floodplain Administrator by this Ordinance.
- (c) If such building or premises are occupied, the Floodplain Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he/she shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises prior to entry.
- (d) If entry is refused or owner cannot be located, the Floodplain Administrator shall have recourse to every remedy provided by law to secure the right of entry of the building, structure, or premises.
- (e) When the Floodplain Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Floodplain Administrator for the purpose of inspection and examination pursuant to this Ordinance.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL SFHAs and flood-prone areas regulated by the City of Madison, the following provisions are required for **all proposed development** including new construction, **reconstruction or repairs made to repetitive loss structures**, and **substantial improvements**:

- (1) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including but, not limited to Section 404 of the Federal Water Pollution Control Act Amendments (1972, 33 U.S.C. 1334) and the Endangered Species Act (1973, 16 U.S.C. 1531-1544). Maintain such permits permanently with floodplain development permit file.
- (2) New construction and substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- (3) New construction and substantial improvements shall be constructed with materials resistant to flood damage below the BFE.
- (4) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.
- (5) New construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Review subdivision proposals and other proposed development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed development is in a SFHA, any such proposals shall be reviewed to assure that:
 - (a) They are consistent with the need to minimize flood damage within the SFHA,
 - (b) All public utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage,
 - (c) All new and replacement water supply systems are to be designed to minimize or eliminate infiltration of flood waters into the systems,

- (d) All new and replacement sanitary sewage systems are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters,
 - (e) Onsite waste disposal systems are to be located to avoid impairment to them or contamination from them during flooding, and
 - (f) Adequate drainage provided to reduce exposure to flood hazards.
- (7) Manufactured homes shall be installed using methods and practices which minimize flood damage. They must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local requirements for resisting wind forces.
 - (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.
 - (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 - (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 - (11) Any alteration, repair, reconstruction or improvement to new construction and substantial improvements which is not compliant with the provisions of this Ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
 - (12) Proposed new construction and substantial improvements that are partially located in a SFHA shall have the entire structure meet the standards of this Ordinance for new construction.
 - (13) Where new construction and substantial improvements located in multiple SFHAs or in a SFHA with multiple BFEs, the entire structure shall meet the standards for the most hazardous SFHA and the highest BFE.

SECTION B SPECIFIC TECHNICAL STANDARDS

In ALL Special Flood Hazard Areas designated as A, AE, AH (with engineered or estimated BFE), the following provisions are required:

- (1) Residential and Non-Residential Structures - Where BFE data is available, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial

improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **two (2) feet above the base flood elevation (also referred to as the design flood elevation)**. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

(2) **Non-Residential Structures** - New construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvement of any non-residential structure located in AE or AH zones, may be floodproofed (dry) in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to at least **two (2) foot above the base flood elevation (herein after referred to as the design flood elevation)**, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy.

- (a) A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with the standards in ASCE-24 (for dry floodproofing) or other compatible standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
- (b) A record of such certificates, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained with the official permitting records for the structure and kept in-perpetuity.
- (c) Any non-residential functionally dependent structure (as defined in Article 6) that cannot meet the standards stated in Section B(2)(a) shall require a variance to be issued in accordance with Article 5, Section C(3) and D(1).
- (d) Any non-residential structure, or part thereof, made watertight below the BFE shall be floodproofed in accordance with the applicable standards in ASCE 24. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered to practice in the State of Alabama, which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.
- (e) Prior to the issuance of the Certificate of Occupancy, the following must be submitted for any non-residential structure that will be floodproofed.

- (i) An inspection and maintenance plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:
 - Mechanical equipment such as sump pumps and generators,
 - Flood shields and closures,
 - Walls and wall penetrations, and
 - Levees and berms (as applicable).
 - (ii) A Flood Emergency Operation Plan detailing the procedures to be followed during a flooding event and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must prepare the plan which shall include the following:
 - An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.
 - A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress/egress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.
 - A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.
 - An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.
 - A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.
- (3) Enclosures for Elevated Buildings - All new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements of existing structures (residential and non-residential) that include **ANY fully enclosed area** below the BFE, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.

- (a) Designs for complying with this requirement must either be certified by a professional engineer, who is licensed to practice in the State of Alabama, or a licensed architect, registered to practice in the State of Alabama, or meet the following minimum criteria:
 - (i) Provide a minimum of two openings for each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the BFE, each shall have openings on exterior walls);
 - (ii) Openings shall be in at least two walls of each enclosed area (includes areas separated by interior walls);
 - (iii) The bottom of all openings shall be no higher than one foot above grade;
 - (iv) Openings may be equipped with screens, louvers, valves and other coverings or devices provided that they permit the automatic entry and exit of floodwaters in both directions without impeding or blocking flow and shall be accounted for in determination of the net open area; and
 - (v) Openings meeting the requirements of (3)(a)(i) – (iv) that are installed in doors are permitted.
- (b) So as not to violate the "Lowest Floor" criteria of this Ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage, or access to the elevated area.
- (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (d) All interior walls, ceilings and floors below the BFE shall be unfinished and/or constructed of flood damage-resistant materials. This practice is also referred to as "wet floodproofing". The definitions for "flood damage-resistant materials" and "wet floodproofing" are included in Article 6.
- (e) Mechanical, electrical, or plumbing devices shall be installed not less than two foot above the BFE. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power, as required, that are watertight or have otherwise been floodproofed.
- (f) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the BFE. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
- (g) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:
 - (i) That the enclosed area(s) shall remain fully compliant with all parts of Article 4, Section B(3) of this Ordinance unless otherwise modified to be

fully compliant with the applicable sections of the Floodplain Development Ordinance in effect at the time of conversion.

- (ii) A duly appointed representative of the City of Madison is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
- (iii) The community may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.

(4) Standards for Manufactured Homes and Recreational Vehicles Where Base Flood Elevation Data is Available.

- (a) Require that all manufactured homes placed or substantially improved:
 - (i) Outside of a manufactured home park or subdivision,
 - (ii) In a new or substantially improved manufactured home park or subdivision,
 - (iii) In an expansion to an existing manufactured home park or subdivision, or
 - (iv) In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood,

be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated two foot or more above the BFE and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

- (b) Require that all manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision that are **not** subject to the provisions of Subsection (4)(a) be elevated so that either:

- (i) The lowest floor of the manufactured home is two foot or more above the BFE; OR
- (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above the highest adjacent grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- (iii) Concrete block piers (and other foundation systems) are to be designed in accordance with the Code of Federal Regulations Title 24, Part 3285 and with the specifications in *FEMA P-85: Protecting Manufactured Homes from Floods and Other Hazards – A Multi-Hazard Foundation and Installation Guide*. The §3285.306 *Design procedures for concrete block piers* and *FEMA P-85* (Table SP-1.1), specify that the maximum allowable pier height (measured from top of grade) for concrete piers to be five (5) feet.
- (iv) The chassis and its supporting equipment are to be above the pier or other foundation. The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be

elevated to a minimum of three (3) feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).

- (c) Require that all recreational vehicles placed on sites must either:
 - (i) Be on the site for fewer than 180 consecutive days,
 - (ii) Be fully licensed and ready for highway use on its wheels or jacking system,
 - (iii) Be attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached structures or additions; OR
 - (iv) Must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4, Section B, provisions (4)(a) and (4)(b).
- (5) Standards for Manufactured Homes Where No Base Flood Elevation Exists.
 - (a) Require that all manufactured homes to be placed within a Zone A area on the FIRM shall be installed using methods and practices which minimize flood damage.
 - (b) Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors.
 - (c) The manufactured home chassis must be supported by reinforced piers or other foundation elements of at least equivalent strength such that the bottom of the chassis and its supporting equipment be no less than 36 inches and up to a maximum 60 inches (five feet) above the highest adjacent grade and be securely anchored to an adequately anchored foundation system.
 - (d) The areas below the chassis must be constructed with flood-resistant materials. All utilities and mechanical equipment must be elevated to a minimum of 3 feet above the highest adjacent grade. Any utility and mechanical components that must be below the BFE must be made watertight to that same elevation to meet the standards in Article 4, Section A(5).
- (6) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A and AE on the City of Madison's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the community.
- (7) Accessory and Agricultural Structures – When an accessory structure meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated to two foot above the BFE as required in Article 4, Section B(1).

A permit shall be required prior to construction or installation of any accessory structures and any agricultural structures built below the DFE and the following provisions apply:

- (a) Must be adequately anchored to prevent flotation, collapse, or lateral movement;
- (b) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the DFE as described in Article 4, Section B(3);
- (c) Must have adequate flood openings as described in Article 4, Section B(3);
- (d) Must be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
- (e) Must comply with the requirements for development in floodways in accordance with Article 4, Section C;
- (f) Must elevate any mechanical and other utility equipment in or servicing the structure to or above the DFE or must be floodproofed in accordance with Article 4, Section A;
- (g) Prohibit storage of any hazardous or toxic materials below the DFE.
- (h) Permits for small accessory structures may be issued to provide wet floodproofing measures in accordance with the standards described in subsections (i) through (iv) below without requiring a variance. Before issuing permits for small accessory structures, the Floodplain Administrator must verify:
 - (i) Use is limited to parking of vehicles or storage;
 - (ii) Size is less than or equal to a one-story, two-car garage for all A zones;
 - (iii) Structures are a minimal investment and have a low damage potential with respect to the structure and contents;
 - (iv) Structures will not be used for human habitation;
 - (v) Structures comply with the wet floodproofing requirements in Article 4, Section B(3).
- (i) Permits for accessory structures larger than the size allowed for in subsection (7)(h) above, shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(3). Variances shall not be granted for entire subdivisions for accessory structures.
- (j) Permits for new construction of all agricultural structures shall require a variance to be granted on a case-by-case basis in accordance with Article 7, Section D(4).
- (k) Typically, when structures are substantially damaged by any cause or will be substantially improved, communities must require that the structures be brought into compliance with all requirements for new construction. In accordance with guidance in FEMA Publication 2140, agricultural structures that are substantially damaged by flooding and agricultural structures that are repetitive loss structures are permitted to be repaired or restored to pre-damage condition, provided the following are satisfied:

- (i) If substantially damaged, the substantial damage determination is based only on the cost to repair damage caused by flooding to pre-damage conditions.
 - (ii) The proposed repair or restoration does not change the size of the structure and does not significantly alter the nature of the building. With the exception of costs associated with wet floodproofing in accordance with Article 4, Section B(3), proposals that include work beyond or in addition to that necessary to repair or restore the structure to pre-damage conditions must be regulated as substantial improvements as provided for in this Ordinance.
 - (iii) The repaired or restored structure will continue to be an agricultural structure, as defined in this Ordinance.
 - (iv) Owners are notified, in writing, that agricultural structures approved under this subsection:
 - Will not be eligible for disaster relief under any program administered by FEMA or any other Federal agency.
 - Will have NFIP flood insurance policies rated based on the structure's risk.
 - May be denied NFIP flood insurance policies if repairs do not include the wet floodproofing requirements of Article 4, Section B(3).
 - (v) When owners elect to wet floodproof flood-damaged agricultural structures as part of repair or restoration to pre-damage condition, the structure shall comply with the requirements of Article 4, Section B(3).
 - (vi) A variance shall be required to allow wet floodproofing in-lieu of elevation or dry-floodproofing in accordance with the definitions in Article 7.
- (1) Prohibit the storage of hazardous substances (as defined in Article 7) in any residential accessory structure located in a SFHA. Limit the storage in non-residential accessory structures to only fertilizers, petroleum products, and pesticides essential for landscaping purposes. Limit storage in agricultural structures to only fertilizers, petroleum products, and pesticides necessary for agricultural purposes. In both cases, storage shall be in strict compliance with the requirements of Article 4, Section B(9).
- (8) Underground and Aboveground Storage (Liquid and Gas) Tanks - Tanks and tank inlets, fill openings, outlets, and vents that are located below the DFE shall be designed, constructed, installed, and anchored to resist all flood-related loads (flotation, collapse, or lateral movement resulting from hydrostatic and hydrodynamic forces) and any other loads, including the effects of buoyancy, during flooding up to and including the 100-year flood and without release of contents into floodwaters or infiltration of floodwaters into the tanks.

- (a) A permit that includes floodplain development shall be required prior to construction or installation of any underground and aboveground tanks (including their foundation and support systems) located within a special flood hazard area.
 - (b) Loads on underground tanks and aboveground tanks exposed to flooding shall be determined assuming at least 1.3 times the potential buoyant and other flood forces acting on the empty tank.
 - (c) Tanks and associated piping shall be installed to resist local scour and erosion during the 100-year flood.
 - (d) Aboveground tanks located in Zone A/AE flood hazard areas shall be either:
 - (i) Elevated to or above the DFE on platforms or structural fill,
 - (ii) Elevated to or above the DFE where attached to structures and the foundation system supporting the structures shall be designed to accommodate any increased loads resulting from the attached tanks,
 - (iii) Permitted below the DFE where the tank and its foundation are designed to resist all flood-related loads including floating debris, or
 - (iv) Permitted below the DFE where the tank and its foundation are designed to resist flood loads and are located inside a barrier designed to protect the tank from floating debris.
 - (e) Aboveground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall be elevated to or above the DFE on platforms that conform to the foundation requirements of ASCE 24-14, Section 4.5. Aboveground tanks shall not be permitted to be located under elevated structures or **attached to structures at elevations below one (1) feet above the DFE** in these areas.
 - (f) Underground tanks located in areas designated as Zone V/VE, Coastal A-Zones, and other high risk flood hazard areas (see ASCE 24-14) shall have the determination of flood-related loads take into consideration the eroded ground elevation.
 - (g) Tank inlets, fill openings, outlets, and vents shall be:
 - (i) At or above the DFE or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the 100-year flood.
 - (ii) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the 100-year flood.
- (9) Structures and Sites for the Storage or Production of Hazardous Substances – Require that all outdoor storage sites, new construction, reconstruction or repairs made to a repetitive loss structure, and substantial improvements to be used for the production or storage of hazard substances (as defined in Article 7) which are located in the special

flood hazard area shall be built in accordance with all applicable standards in this Ordinance in addition to the following requirements:

- (a) No structures containing hazardous substances shall be permitted for construction in a floodway;
- (b) Residential structures shall have the area in which the hazard substances are to be stored elevated or dry floodproofed a minimum of two (2) feet above the BFE;
- (c) Non-residential structures shall be permitted to be built below the BFE in accordance with Article 4, Section B(2) such that the area where the hazard substance production or storage is located will be:
 - (i) elevated or designed and constructed to remain completely dry to at least two (2) feet above the BFE, and
 - (ii) designed to prevent pollution from the storage containers, structure, or activity during the course of the base flood.
- (d) Any solid, liquid, or gas storage containers of hazardous substances and any associated mechanical, electrical, and conveyance equipment shall be watertight and shall be properly anchored and protected from the hydrostatic and hydrodynamic forces of flood waters and debris carried by the base flood.

It is prohibited for any outdoor storage sites, new construction and substantial improvements used for the production or storage of hazard substances (as defined in Article 7) to be located within the SFHA.

(10) Construction of Fences - New and replacement fences may be allowed in flood hazard areas or other areas designed to convey storm water if they do not act as a flow boundary and redirect the direction of flow, collect flood debris and cause blockages, cause localized increases in flood levels, or if damaged, become debris that may cause damage to other structures.

(11) Structures Elevated on Fill – Fill for structures shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and flood-related erosion and scour. The standards from ASCE 24 should be followed for any fill placed in flood hazard areas. All new construction for residential or non-residential structures may be constructed on permanent structural fill in accordance with the following:

- (a) The lowest floor (including basement) of the structure or addition along with any appurtenant utilities shall be no lower than two feet above the BFE.
- (b) The nearest wall foundation of the structure shall have a minimum setback distance of 15 feet from the edge of the floodplain boundary.
- (c) Fill used for structural support or protection shall consist of granular and earthen material that is free of vegetation and foreign or organic materials and suitable for its intended use.

- (d) The fill shall be placed in layers no greater than one foot deep before compacting and should extend at least ten (10) feet beyond the foundation of the structure before sloping below the BFE, said slope being no greater than a 1:1.5 (vertical / horizontal) ratio unless a stability analysis is provided by a registered professional engineer. However, the ten-foot minimum may be waived if a structural engineer certifies an alternative method to protect the structure from damage due to erosion, scour, and other hydrodynamic forces.
 - (e) All new structures built on fill must be constructed on properly designed and compacted fill (ASTM D-698 or equivalent) that extends beyond the building walls before dropping below the BFE.
 - (f) The top of the fill shall be no lower than one foot above the BFE.
 - (g) The fill shall not adversely affect the flow or surface drainage from or onto any neighboring properties.
 - (h) Structural fill, including side slopes, shall be protected from scour and erosion under flood conditions up to and including the base flood discharge. When expected velocities during the occurrence of the base flood are greater than five feet per second, armoring with stone or rock protection shall be provided. When expected velocities during the base flood are five feet per second or less, protection shall be provided by covering them with vegetative ground cover.
 - (i) The design of the fill or the fill standard must be approved by a licensed professional engineer.
 - (j) The applicant shall submit a Letter of Map Revision based on fill (LOMR-F) utilizing FEMA's MT-1 application forms to FEMA requesting a revision to the FIRM for the placement of fill.
 - (k) This standard is not applicable for placement of fill in a floodway; fill in a floodway is prohibited.
- (12) Compensatory Storage for Filling - Fill within the SFHA shall result in no net loss of natural floodplain storage. Compensatory storage cannot be used within the limits of floodways as depicted on FIRMs. Any development utilizing this approach shall prepare design documentation in accordance with the following:
- (a) Loss of floodwater storage volume due to filling in the Special Flood Hazard Area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site.
 - (b) Provide adequate documentation demonstrating the compensatory storage volume including but not limited to engineering analysis/calculations, site plan and profile drawings of the area to be filled and excavated, and environmental impact assessments for areas filled and excavated. Documentation must also demonstrate no adverse effects to neighboring properties adjacent to or upstream/downstream of the developed site.
 - (c) Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume.

- (d) The compensatory storage approach cannot be utilized in erosion-prone areas. The site being considered must be determined not to be erosion-prone by analyzing available studies, historical data, watershed trends, average annual erosion rates, flood velocities and duration of flow, geotechnical data, and existing protective works. Results of these analyses shall be documented in an engineering report, which defines the data and methodology used to determine whether or not an area is erosion-prone.
 - (e) An operations and maintenance plan for maintaining the integrity and intended volume of the compensatory storage area in perpetuity shall be included with the permit. The Plan must be approved by the Floodplain Administrator and shall be legally binding upon the owner whose property that the compensatory storage area is located.
 - (f) In lieu of providing compensatory storage as described in item (a) above, the developer may provide, as part of the Engineering Stormwater Report stamped by a Professional Engineer certified in the State of Alabama adequate documentation (including hydraulic modeling) demonstrating that the loss of flood storage volume within the SFHA does not adversely affect and neighboring properties adjacent to or upstream/downstream of the developed site. A post-development as-built analysis and model will also be required.
- (13) Incompatible Uses Prohibited in SFHAs
- (a) Lands lying within the 100-year floodplain shall not be used for:
 - (i) dumping of any material or substance including solid waste disposal sites (including manure),
 - (ii) on-site soil absorption sanitary sewage system site,
 - (iii) petroleum or chemical holding tanks,
 - (iv) construction of any wells used to obtain water for ultimate human consumption; or
 - (v) restricted confinement or permanent sheltering of animals.
 - (b) Lands lying within the 100-year floodplain shall not be used for the storage of materials that are buoyant, flammable, explosive, or injurious to human, animal, plant, fish, or other aquatic life.
- (14) Vegetative Buffer Strips (Riparian Zones) – For all activities involving construction within 25 feet of the channel, the following criteria shall be met:
- (a) A natural vegetative buffer strip shall be preserved within at least 25 feet of the mean highwater level of the channel.
 - (b) Where it is not possible to protect this buffer strip during the construction of an appropriate use, a vegetated buffer strip shall be established upon completion of construction.
 - (c) The use of native riparian vegetation is preferred in the buffer strip. Access through this buffer strip shall be provided for stream maintenance purposes.

SECTION C FLOODWAYS

Located within Special Flood Hazard Areas established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, substantial improvements or other development are prohibited within the adopted regulatory floodway unless it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment **would not result in any increase** in BFEs during the occurrence of the base flood discharge. A registered professional engineer must provide supporting technical data and certification (No-Rise Certificate) to FEMA for the proposed floodway encroachment. The No-Rise Certificate must be submitted to the Floodplain Administrator with the development permit (including a Site Plan showing the current and proposed floodway alignment) for approval.
- (3) **ONLY** if Article 4, Section C, provisions (1) and (2) are satisfied, then any new construction or substantial improvement in a floodway shall comply with all other applicable flood hazard reduction provisions of Article 4. After satisfying the required provisions stated in this section, encroachments in floodways should be limited to the following types of projects:
 - (a) flood control and stormwater management structures;
 - (b) road improvements and repairs;
 - (c) utility easements/rights-of-way; and
 - (d) public improvements or public structures for bridging over the floodway.
- (4) Fencing shall be prohibited in floodways unless it is demonstrated that such development will not cause any increase in the BFE. Appropriate analysis and documentation shall be submitted along with the development permit for review and approval. Fences that have the potential to block or restrict the passage of floodwaters (by trapping debris or with openings too small to allow unhindered passage of water), such as stockade and wire mesh fences, shall meet the requirements of Article 4, Section C(2).

**SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT
ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE
A-ZONES)**

Located within the SFHAs established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) BFE data shall be provided for new subdivision proposals and other proposed development (including manufactured home parks and subdivisions) greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When BFE data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic BFE and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (4) and (5) shall apply.
- (3) All development in Zone A must meet the requirements of Article 4, Section A and Sections B(1), B(2), B(3), B(5), B(6), B(7), B(8), B(9), B(10), B(11), B(12), B(13) and B(14).
- (4) In SFHAs without BFE data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.
- (5) In the absence of a BFE, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) – B(4)(b)(iv) in that the structure cannot be elevated above a maximum of 60 inches (5 feet) and all utilities and mechanical equipment must be elevated a minimum of three (3) feet above the highest adjacent grade.
- (6) Enclosures for elevated buildings in Zone A areas shall comply with the standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (7) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered

professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Special flood hazard areas established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

(1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus two foot of freeboard. **If no depth number is specified, the lowest floor (including basement) shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(2) New construction and the substantial improvement of a **non-residential structure** may be floodproofed in lieu of elevation. The **structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level** in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. As the requirements set forth in Article 4, Section B(1) and B(2) stipulate the lowest floor to be elevated no less than two foot about the BFE, then the structure for this condition shall be elevated no less than four (4) feet about the highest adjacent grade.

A professional engineer, who is licensed to practice in the State of Alabama, or licensed architect, who is registered in the State of Alabama, shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1) and (2).

(3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F **STANDARDS FOR SUBDIVISIONS AND OTHER DEVELOPMENT**

All subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within the drawings, plans, and permits for such proposals the following:

- (1) BFE data;
- (2) Provisions to minimize flood damage;
- (3) Public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (4) Adequate drainage provided to reduce exposure to flood hazards without negatively impacting adjacent properties;
- (5) **Preliminary plans** for review and approval of the platted subdivision which identifies the Special Flood Hazard Area, floodway boundaries, the BFE, and other areas regulated by the community;
- (6) **Final subdivision plats** that identify the boundary of the special flood hazard area, the floodway boundary, the BFEs, and any drainage easements to reduce the risk for flash flooding;
- (7) Building Sites Free of Flood Zones - Each proposed lot or parcel of a platted subdivision shall have a minimum buildable area in upland areas outside of the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable. This procedure will not result in a change to the density permitted in underlying zoning district.
- (8) Lot Configuration and Building Envelopes - To the maximum extent feasible, lots subject to this Section F shall be configured so that they lie entirely out of the floodplain with any remainder parcels being preserved as provided in subsection F(9) below. As an alternative, lots may be configured so that portions are located within the floodplain. However, building footprints of such lots shall be delineated to lie, to the maximum extent feasible, outside the floodplain. If no other option for access is practicable, driveways may be located within the floodplain.
- (9) Floodplain Land Conservation - Any portion of a parcel or lot located in a floodplain which does not include an approved building area shall be permanently protected from

development as private or public open space through a mechanism acceptable to and approved by the City of Madison. Such mechanism may include, but is not limited to, a conservation easement, Public Utility and Drainage easement, permanent deed restriction, or transfer to a non-profit conservation organization or government entity.

- (10) A Stormwater Management Plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event, if disturbing more than 25,000 square feet of land or increase or removal & replacement of greater than 1,000 square feet of impervious area. Proposals shall also include the City of Madison's MS4 permit retention requirements for the 1.14 inch, 24 hour rainfall. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation. Low impact design is encouraged to meet the retention/detention requirement including maintaining or restoring green infrastructure and the natural function of the drainage area.

SECTION G. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities, which are those for which the effects of even a slight chance of flooding would be too great, shall be located outside the limits of the SFHA or other flood hazard area regulated by the community. These types of facilities (hospitals, fire stations, police stations, storage of critical records, etc.) are given special consideration when formulating regulatory alternatives and floodplain management plans. Construction of new critical facilities (including the modification of an existing structure not previously classified as a critical facility) shall be permissible within the SFHA or other area regulated by the community only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood (a.k.a., 500-year flood).

- (1) Critical facilities constructed within the SFHAs shall have the lowest floor elevated three feet above the BFE at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Floodproofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.
- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
 - (a) The community's flood response plan must list critical facilities.
 - (b) Other facilities in low-risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.

- (5) The “use” classification of any structure shall not be changed to that of a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

ARTICLE 5

VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The City Council of the City of Madison shall hear and decide requests for appeals or variance from the requirements of this Ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this Ordinance. Any person aggrieved by the decision of the City Council may appeal such decision to the Circuit Court of Madison, Alabama.

SECTION C. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections C(3), C(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship (cannot be personal physical or financial hardship); and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create

nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued “after the fact.”

SECTION D. VARIANCE PROCEDURES

In reviewing requests for variance, the City Council shall consider all technical evaluations, relevant factors, and standards specified in other sections of this Ordinance, and:

- (1) Certain facilities and structures must be located on or adjacent to water in order to perform their intended purpose which may result in practical and operational difficulties due to the physical characteristics of the property. Variances may be issued for development necessary for conducting of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) Variances may be issued for the construction or substantial improvement of accessory structures provided it has been determined that the proposed structure:
 - (a) Represents minimal investment and has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (b) Is larger than the size limits specified in Article 4, Section B(7)(i).
 - (c) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (4) Variances may be issued for the construction or substantial improvement of agricultural structures provided it has been determined that the proposed structure:
 - (a) Is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, or storage of tools or equipment used in connection with these purposes or uses, and will be restricted to such exclusive uses.
 - (b) Has low damage potential (amount of physical damage, contents damage, and loss of function).
 - (c) Does not increase risks and pose a danger to public health, safety, and welfare if flooded and contents are released, including but not limited to the effects of

- flooding on manure storage, livestock confinement operations, liquified natural gas terminals, and production and storage of highly volatile, toxic, or water-reactive materials.
- (d) Is an aquaculture structure that is dependent on proximity to water if located in a coastal high-hazard area (Zones V, VE, V1 30, and VO).
 - (e) Complies with the wet floodproofing construction requirements of Article 4, Section (B)(3).
- (5) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (6) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (7) Careful consideration and evaluation should be given to the following factors:
- (a) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
 - (b) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community.
 - (c) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
 - (d) The importance of the services provided by the proposed facility to the community.
 - (e) The necessity of the facility to be at a waterfront location, where applicable.
 - (f) The compatibility of the proposed use with existing and anticipated development based on the community's comprehensive plan for that area.
 - (g) If applicable, the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action expected at the site.
 - (h) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and community infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this Ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this Ordinance.

SECTION E. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's

continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that specifies the difference between the BFE and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - (a) result in flood insurance rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - (b) increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City Clerk-Treasurer or the judge of probate in either Madison or Limestone County and shall be recorded in a manner so that it appears in the chain of title (i.e., deed) of the affected parcel of land.

ARTICLE 6 **DEFINITIONS**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

A Zone means the special flood hazard areas on a FIRM without base flood elevations determined.

Administrator means the Administrator of the Federal Emergency Management Agency (FEMA).

Accessory Structure (also referred to as Appurtenant Structures) means a structure which is located on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. Detached garages and small sheds used for limited storage are considered accessory structures. Other examples of accessory structures

include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings. An accessory structure specifically excludes structures used for human habitation.

Addition (to an Existing Building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a substantial improvement to a structure.

AE Zone means the special flood hazard areas on a FIRM with base flood elevations determined.

Agricultural Structure means a walled and roofed structure used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock, including aquatic organisms. Aquaculture structures are included within this definition. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

AH Zone means area of special food hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet, and with water surface elevations determined.

AO Zone means an area of special flood hazards on a FIRM having shallow water depths and/or unpredictable flow paths between one (1) and three (3) feet.

Appeal means a request for a review of the City Council interpretation of any provision of this Ordinance.

Appurtenant Structure (see definition for **Accessory Structure**)

AR/AE, AR/AH, AR/AO, and AR/A Zones means an area of special flood hazard on a FIRM that results from the decertification of a previously accredited flood protection system that is determined to be in the process of being restored to provide base flood protection.

A99 Zone means an area of special flood hazard on a FIRM where enough progress has been made on a protective system, such as dikes, dams, and levees, to consider it complete for insurance rating purposes.

Area of Future-conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, AR/AH or VO zone on a community's FIRM with a 1 percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood Hazard (see definition for **Special Flood Hazard Area**)

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base Flood Elevation (BFE) means the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. The BFE is shown on the FIRM for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE. It is the regulatory requirement for the elevation of flood proofing of structures. The relationship between the BFE and a structure’s elevation determines the flood insurance premium.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Building (also see **Structure**) means a structure with two or more outside rigid walls and a fully secured roof that is affixed to a permanent site; a manufactured home or a mobile home without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community’s floodplain management and building ordinances or laws. “Building” does not mean a gas or liquid storage tank or a recreational vehicle, park trailer or other similar vehicle.

Community means any State or area or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction.

Community Rating System (CRS) means a voluntary program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Condominium Building means a type of building in the form of ownership in which each unit owner has an undivided interest in common elements of the building.

Critical Facility (aka, critical action) means facilities or activities for which even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, storage of critical records, and similar facilities. These facilities

should be given special consideration when formulating regulatory alternatives and floodplain management plans. A critical facility should not be located in a floodplain if at all possible.

Critical Feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Cumulative Substantial Improvement/Damage means any combination of reconstruction, alteration, or improvement to a building, taking place during a 5-year **[or 10-year]** period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the “start of construction” of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 5-year **[or 10-year]** period from the initial improvement project, an updated valuation for the structure can be used for the next time period. Damages can be from any source.

D Zone means an area in which the flood hazard is undetermined.

Dam means an artificial barrier, that has the ability to impound water, wastewater, or any liquid-borne material, for the purpose of storage or control of water.

Design Flood Elevation (DFE) means the locally adopted regulatory flood elevation. It is the minimum elevation to which a structure must be elevated or floodproofed. DFE is the sum of the base flood elevation and freeboard, based a building’s structural category. In areas designated as Zone AO on a community’s flood map, the DFE is the elevation of the highest existing grade of a building’s perimeter plus the depth number specified on the flood hazard map. In areas designated as Zone AO where a depth is not specified on the map, the depth is two feet. In all cases, the DFE must be at least as high as the base flood elevation.

Developed Area means an area of a community that is:

- a. A primarily urbanized, built-up area that is a minimum of 20 contiguous acres, has basic urban infrastructure, including roads, utilities, communications, and public facilities, to sustain industrial, residential, and commercial activities, and
 - i. Within which 75 percent or more of the parcels, tracts, or lots contain commercial, industrial, or residential structures or uses; or
 - ii. Is a single parcel, tract, or lot in which 75 percent of the area contains existing commercial or industrial structures or uses; or
 - iii. Is a subdivision developed at a density of at least two residential structures per acre within which 75 percent or more of the lots contain existing residential structures at the time the designation is adopted.
- b. Undeveloped parcels, tracts, or lots, the combination of which is less than 20 acres and contiguous on at least 3 sides to areas meeting the criteria of paragraph “a” at the time the designation is adopted.

- c. A subdivision that is a minimum of 20 contiguous acres that has obtained all necessary government approvals, provided that the actual “start of construction” of structures has occurred on at least 10 percent of the lots or remaining lots of a subdivision or 10 percent of the maximum building coverage or remaining building coverage allowed for a single lot subdivision at the time the designation is adopted and construction of structures is underway. Residential subdivisions must meet the density criteria in paragraph (a)(iii).

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Elevated Building means, for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as an administrative tool of the NFIP to provide building elevation information necessary to ensure compliance with community floodplain management ordinances, to inform the proper insurance premium, and to support a request for a LOMA, CLOMA, LOMR-F, or CLOMR-F.

Encroachment means activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

Existing Construction means, for the purposes of determining rates, structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. “Existing construction” may also be referred to as “existing structures”.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the community.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Fair Market Value means the price that the seller is willing to accept and the buyer is to pay on the open market and in an arm's length transaction.

Flood or Flooding means:

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - i. The overflow of inland or tidal waters.
 - ii. The unusual and rapid accumulation or runoff of surface waters from any source.
 - iii. Mudslides which are proximately caused by flooding as described in part “b.” of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph “a” of this definition.

Flood Damage-Resistant Material means any building product capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Prolonged contact is defined as at least 72 hours. Significant damage is any damage requiring more than low-cost cosmetic repair (such as painting).

Flood Elevation Determination means a determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of special flood hazard areas have been designated as Zones A, M, and/or E.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (see **Flood Elevation Study**)

Floodplain (or Flood-Prone Area) means any land area susceptible to being inundated by water from any source (see definition of **Flooding**).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations means this Ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as those for floodplain management, stormwater management, watershed management, grading/ earthwork, and erosion control), and other applications of police power. This term describes state or local regulations in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, structures, and their contents.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodway (see definition for **Regulatory Floodway**)

Floodway Fringe (or Flood Fringe) means the portion of the Special Flood Hazard Area outside of the floodway, which experiences shallower, lower-velocity floodwater than in the floodway. It serves as a temporary floodwater storage area during a flood.

Floodway Encroachment Lines mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Future-conditions Hydrology means the flood discharges associated with projected land-use conditions based on a community's zoning maps and/or comprehensive land-use plans and without consideration of projected future construction of flood detention structures or projected future hydraulic modifications within a stream or other waterway, such as bridge and culvert construction, fill, and excavation.

Hazardous Substance (or Material) means any substance or material that, when involved in an accident and released in sufficient quantities, poses a risk to people's health, safety, and/or property. These substances and materials include explosives, radioactive materials, flammable liquids or solids, combustible liquids or solids, poisons, oxidizers, toxins, and corrosive materials. It includes any substance defined as a hazardous substance pursuant to 42 U.S.C. §9601(14) or listed as a hazardous waste pursuant to the Hazardous Wastes Management Act, Section 22-30-1 et seq. and the regulations promulgated thereunder.

Highest Adjacent Grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Increased Cost of Compliance (ICC) means a claim under a standard NFIP flood insurance policy, available to flood insurance policyholders who need additional funding to rebuild after a flood. It provides up to \$30,000 to help cover the increased cost of mitigation measures to bring a building into compliance with the latest state or local floodplain management ordinances. Acceptable mitigation measures are elevation, floodproofing, relocation, and demolition, or any combination of these measures.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

- a. **Letter of Map Amendment (LOMA)**
An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.
- b. **Letter of Map Revision (LOMR)**
A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.
- c. **Conditional Letter of Map Revision (CLOMR)**
A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Adjacent Grade means the lowest elevation of the natural or regraded ground surface, or structural fill (or concrete slab or pavement), at the location of a structure.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this Ordinance. This definition applies even when the floor below ground level is not enclosed by full-height walls.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market Value (see definition for **Fair Market Value**)

Mean Sea Level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Mixed Use Building means a building that has both residential and non-residential uses.

National Flood Insurance Program (NFIP) is a federal program created by the United States Congress in 1968 to identify flood-prone areas nationwide and make flood insurance available for properties in participating communities. Communities must enact and enforce floodplain management regulations that meet or exceed the criteria established by FEMA in order to participate in the program. This program requires properties within the floodplain with a federally backed or regulated mortgage, or those that receive federal housing subsidies, to buy flood insurance.

National Geodetic Vertical Datum (NGVD) of 1929 means a national standard reference datum for elevations, formerly referred to as Mean Sea Level (MSL) of 1929. NGVD 1929 may be used as the reference datum on some Flood Insurance Rate Maps (FIRMs).

New Construction means, for the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

An existing building is considered to be new construction if it is substantially improved or once it has been repaired after being substantially damaged/improved.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 15, 1978.

Non-Residential Building means, a commercial or mixed-use building where the primary use is commercial or non-habitational.

Non-residential Property means either a non-residential building, the contents within a non-residential building, or both.

North American Vertical Datum (NAVD) of 1988 means the vertical control datum established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988. It replaces the National Geodetic Vertical Datum (NGVD) of 1929. Used by FEMA in many recent Flood Insurance Studies as the basis for measuring flood, ground, and structural elevations.

Post-FIRM means, for floodplain management purposes, a post-FIRM building is one for which construction began after the effective date of a community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a post-FIRM building is a building for which construction began on or after the effective date of an initial Flood Insurance Rate Map or after December 31, 1974, whichever is later, including any subsequent improvements to such structures.

Pre-FIRM means, for floodplain management purposes, a building for which the start of construction occurred before the effective date of the community's NFIP-compliant floodplain management ordinance. For the purpose of determining flood insurance rates under the NFIP, a pre-FIRM building is a building for which construction began prior to the effective date of an initial Flood Insurance Rate Map or on or before December 31, 1974, whichever is later.

Recreational Vehicle means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the Program authorized by the Act under which risk premium rates are required for the first half of available coverage (also known as “first layer” coverage) for all new construction and substantial improvements started on or after the effective date of the FIRM, or after December 31, 1974, for FIRM's effective on or before that date. All buildings, the construction of which started before the effective date of the FIRM, or before January 1, 1975, for FIRMs effective before that date, are eligible for first layer coverage at either subsidized rates or risk premium rates, whichever are lower. Regardless of date of construction, risk premium rates are always required for the second layer coverage and such coverage is offered only after the Administrator has completed a risk study for the community.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a Violation means to bring the structures or other development into full or partial compliance with State or local regulations or, if this is not possible, to reduce the impacts of its non-compliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provision of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss Agricultural Structure means an agricultural structure covered by a NFIP contract for flood insurance that has incurred flood-related damage on two (2) separate occasions in which the cost of repair, on the average, equaled or exceeded 25 percent of the value of the structure at the time of each such flood event.

Repetitive Loss Property means any NFIP-insured single family or multi-family residential building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP.

Residential Building means a non-commercial building designed for habitation by one or more families or a mixed-use building that qualifies as a single-family, two-to-four family, or other residential building.

Residential Property means either a residential building or the contents within a residential building, or both.

Riverine means floodplain relating to, formed by, or resembling a river (including tributaries), stream, brook, etc. Riverine floodplains have readily identifiable channels.

Section 1316 means Section 1316 of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property which the

Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Once a duly constituted State or local authority declares a structure as being in violation, the Administrator must deny flood insurance coverage provided that the individual or office making the declaration has the authority to do so and that the law or regulations violated was, in fact, intended to discourage or otherwise restrict land development or occupancy in the flood-prone area.

Section 1316 was intended for use primarily as a backup for local enforcement actions (i.e., if a community could not force compliance through the enforcement mechanisms in its regulations, it could use Section 1316 as additional leverage) and was not intended merely as a mechanism to remove bad risks from the policy base. Section 1316 will only be implemented in instances where States or communities submit declarations specifically for that purpose.

Severe Repetitive Loss Structure means a single family property (consisting of 1 to 4 residences) that is covered under flood insurance by the NFIP and has incurred flood-related damage for which 4 or more separate claims payments have been paid under flood insurance coverage, with the amount of each claim payment exceeding \$5,000 and with cumulative amount of such claims payments exceeding \$20,000; or for which at least 2 separate claims payments have been made with the cumulative amount of such claims exceeding the reported value of the property.

Sheet Flow Area (see definition for **Area of Shallow Flooding**)

Single-family Dwelling means either (a) a residential single-family building in which the total floor area devoted to non-residential uses is less than 50 percent of the building's total floor area, or (b) a single-family residential unit within a two-to-four family building, other-residential building, business, or non-residential building, in which commercial uses within the unit are limited to less than 50 percent of the unit's total floor area.

Special Flood Hazard Area (SFHA) means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE. The SFHA is the area where the National Flood Insurance Program's (NFIP's) floodplain management regulations must be enforced and the area where the mandatory purchase of flood insurance applies.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings,

installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home. The terms "structure" and "building" are interchangeable in the NFIP.

For insurance purposes, **structure** means:

- (1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
- (3) A travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For the latter purpose, “structure” does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “repetitive loss” or “substantial damage”, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions (provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners) or;

- b. Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

Variance means a grant of relief by the (Community name) from the terms of a floodplain management regulation.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Watercourse means only the channel and banks of an identifiable watercourse and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction that involves modifying a building to allow floodwaters to enter it in order to minimize damage to the building, using flood damage-resistant materials below the DFE throughout the building, raising utilities and important contents to or above the DFE, installing and configuring electrical and mechanical systems to minimize disruptions and facilitate repairs, installing flood openings or other methods to equalize the hydrostatic pressure exerted by floodwaters, and, where required, installing pumps to gradually remove floodwater from basement areas after the flood.

Wet floodproofing shall not be utilized as a method to satisfy the requirements of this Ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) means the areas on a FIRM subject to inundation by the flood that has a 0.2-percent chance of being equaled or exceeded during any given year, often referred to the as 500-year flood.

X Zones (unshaded) designates areas on a FIRM where the annual probability of flooding is less than 0.2 percent.

Zone of Imminent Collapse means an area subject to erosion adjacent to the shoreline of an ocean, bay, or lake and within a distance equal to 10 feet plus 5 times the average annual long-term erosion rate for the site, measured from the reference feature.

ARTICLE 7
LEGAL STATUS PROVISIONS

SECTION A. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

SECTION B. ENFORCEABILITY OF ORDINANCE AND FUTURE REVISIONS

The provisions within this Ordinance must be legally enforceable; applied uniformly throughout the community to all privately and publicly owned land within any regulated flood hazard areas; meet the minimum standards set forth in §60.3 of the Code of Federal Regulations Title 44; and the community must provide that the provisions of this Ordinance take precedence over any less restrictive conflicting local laws, ordinances, or codes.

If the City of Madison repeals its floodplain management regulations, allows its regulations to lapse, or amends its regulations so that they no longer meet the minimum requirements set forth in §60.3 of the Code of Federal Regulations Title 44, it shall be suspended from the National Flood Insurance Program (NFIP). The community eligibility shall remain terminated after suspension until copies of adequate floodplain management regulations have been received and approved by the Federal Insurance Administrator. To avoid such occurrences, the City of Madison will coordinate with the Alabama NFIP State Coordinator and FEMA Regional Office prior to any revisions to this Ordinance. Without prior approval of the Federal Insurance Administrator, the community shall not adopt and enforce revised floodplain management regulations.

From time-to-time Part 60 of the Code of Federal Regulations Title 44 may be revised to advance flood risk reduction measures as experience is acquired under the NFIP and new information becomes available. The City of Madison agrees to revise its floodplain management Ordinance to comply with any such changes within six months from the effective date of any new federal regulation.

SECTION C. EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and upon its proper publication as required by law.

READ, PASSED AND ADOPTED this 26th day of February 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-054-R**A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS
FOR THE SEGERS ROAD AND MAECILLE DRIVE IMPROVEMENT PROJECT**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain rights-of-way, permanent, exclusive utility and drainage easements, and temporary construction easements, on, over, across and upon the following described parcels of land, to-wit:

See Exhibits "A" through "E" and subsequent Exhibits "I" through "P" (the Proposed Quitclaim and Utility and Drainage Easement Deeds, herein referenced as "Tract(s)") which are attached hereto and incorporated herein, a copy of each being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama.

2. That the obtainment of the foregoing Tracts is necessary for the widening and/or other improvement of Segers Road and Maecille Drive (the "Project"), which is in the best interests of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That the City is seeking to finalize legal descriptions on two additional tracts of property needed for completion of the Project and that those other tracts shall be the subject of a separate resolution for the Council's later consideration.
4. That in those instances where an owner elects not to donate its respective Tract, the Mayor of the City of Madison, or his designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance of the above described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.
5. That the Mayor of the City of Madison, or his designee, be, and is hereby authorized, empowered, and directed to cause the above described Tracts, one or more, to be appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.

6. That the City has already endeavored to determine the reasonable and just compensation to the property owners of the first ten tracts of property for conveyance of said rights-of-ways, exclusive utility and drainage easements, and temporary construction easements and determined such compensation for the ten tracts equals **one hundred twenty-five thousand three hundred eighty-six dollars and one cent (\$125,386.01)**.
7. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the Mayor is hereby authorized to direct the City Attorney to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain.
8. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) QUIT CLAIM DEED
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **AMERISOUTH GROUP, LLC** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 418.99 FEET AND N. 88° 29' 13" E., 25.02 FEET FROM AN EXISTING RAILROAD SPIKE, BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 42.24 FEET; THENCE S. ag⁰ 21' 48" E., 15.00 FEET; THENCE S. 00° 38' 12" W. 41.68; THENCE S. 88° 29' 13" W., 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 629 SQUARE FEET (OR 0.01 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

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

Tract 1 Quit claim Deed / AmeriSouth Group)

EXHIBIT A

Page 1 of 2

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____

Its: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned notary public in and for said state and county, hereby certify that _____, whose name as _____ of AmeriSouth Group, LLC a domestic 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 this instrument, he executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA

COUNTY OF LIMESTONE

)
)
)

QUIT CLAIM DEED
No title opinion requested nor provided

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Ryan Carter & Courtney Eve Ebersold** (herein referred to as **GRANTORS**), do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E. 25.02 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 210.01 FEET; THENCE N. 88° 29' 13" E., 15.01 FEET; THENCE S. 00° 38' 12" W., 210.01 FEET; THENCE S. 88° 29' 57" W., 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 3150 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

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

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Ryan Carter

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ryan Carter, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Courtney Eve Ebersold

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtney Eve Ebersold, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE) UTILITY & DRAINAGE EASEMENT
 No title opinion provided nor requested.

KNOW ALL MEN BY THESE PRESENTS: That the **RYAN CARTER AND COURTNEY EVE EBERSOLD** (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent and perpetual public utility and drainage and ingress egress easement on, over, along, across, under, and through the lands of the Grantor situated in Limestone County, Alabama, particularly described as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E., 40.03 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 12.30 FEET; THENCE S. 89° 21' 48" E., 5.00 FEET; THENCE S. 00° 38' 12" W., 12.11 FEET; THENCE S. 88° 29' 57" W., 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 61 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

For the establishment of a public utility and drainage and ingress/egress easement for use of Grantee, its authorized assignees, and franchisees, as well as other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes stated.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described.

Tract 2 U & D Easement Deed: Ryan Carter & Courtney Eve Ebersold
EXHIBIT C

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Ryan Carter

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ryan Carter, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Courtney Eve Ebersold

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtney Eve Ebersold, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Tract 2 U & D Easement Deed: Ryan Carter & Courtney Eve Ebersold
EXHIBIT C

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) QUIT CLAIM DEED
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Ryan Carter & Courtney Eve Ebersold** (herein referred to as **GRANTORS**), do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E. 25.02 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 38' 12" E., 210.01 FEET; THENCE N. 88° 29' 13" E., 15.01 FEET; THENCE S. 00° 38' 12" W., 210.01 FEET, THENCE S. 88° 29' 57" W., 15.01 FEET TO THE POINT OF BEGINNING, CONTAINING 3150 S.F. OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT D

Quit claim Deed / Ryan Carter & Courtney Eve Ebersold
Page 1 of 3

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

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Ryan Carter

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ryan Carter, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Courtney Eve Ebersold

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtney Eve Ebersold, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE) UTILITY & DRAINAGE EASEMENT
 No title opinion provided nor requested.

KNOW ALL MEN BY THESE PRESENTS: That the **RYAN CARTER AND COURTNEY EVE EBERSOLD** (hereinafter referred to as "Grantors"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent and perpetual public utility and drainage and ingress egress easement on, over, along, across, under, and through the lands of the Grantor situated in Limestone County, Alabama, particularly described as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 00° 38' 12" E., 208.99 FEET AND N. 88° 29' 57" E., 40.03 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 88° 29' 57" E., 5.00 FEET; THENCE S. 00° 38' 12" W., 181.99 FEET; THENCE S. 55° 24' 53" E., 18.08 FEET; THENCE S. 88° 48' 16" E., 39.00 FEET; THENCE S. 00° 38' 12" W., 7.00 FEET; THENCE N. 88° 48' 16" W., 59.00 FEET; THENCE N. 00° 38' 12" E., 198.71 FEET TO THE POINT OF BEGINNING, CONTAINING 1447 S.F. (OR 0.03 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

For the establishment of a public utility and drainage and ingress/egress easement for use of Grantee, its authorized assignees, and franchisees, as well as other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes stated.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require

U & D Easement Deed: Ryan Carter & Courtney Eve Ebersold
EXHIBIT E

for the use of the easements hereinabove described.

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Ryan Carter

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ryan Carter, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Courtney Eve Ebersold

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtney Eve Ebersold, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA

COUNTY OF LIMESTONE

)
)
)

QUIT CLAIM DEED
No title opinion requested nor provided

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Jessie Lee Houston and Doris Wallace** (herein referred to as **GRANTORS**), do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND, 2" IRON PIPE THAT IS S. 88° 30' 59" E., 766.28 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 01° 25' 31" E., 16.01 FEET; THENCE S. 88° 48' 16" E., 100.00 FEET; THENCE S. 01° 25' 31" W., 16.52 FEET; THENCE N. 88° 30' 59" W., 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1603 S.F. (OR 0.04 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

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

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Jessie Lee Houston

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jessie Lee Houston, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Doris Wallace

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Doris Wallace, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) QUIT CLAIM DEED
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Ed Fletcher** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 911.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 16.74 FEET; THENCE S. 88° 48' 16" E., 133.99 FEET; THENCE S. 00° 40' 01" W., 17.42; THENCE N. 88° 30' 59" W., 134.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2289 SQUARE FEET (OR 0.05 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT J

Tract 7 Quit claim Deed / Ed Fletcher
Page 1 of 2

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Ed Fletcher

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ed Fletcher, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA

COUNTY OF LIMESTONE

)
)
)

QUIT CLAIM DEED
No title opinion requested nor provided

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Lucy Mae Witchard and Edward Lee Moore** (herein referred to as **GRANTORS**), do hereby grant, bargain, sell, and hereby extinguish any and all interest that he and she has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantors possess within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 1045.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 17.42 FEET; THENCE S. 88° 48' 16" E., 133.99 FEET; THENCE S. 00° 40' 01" W., 18.09; THENCE N. 88° 30' 59" W., 134.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2379 S.F (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

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

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Lucy Mae Witchard

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lucy Mae Witchard, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Edward Lee Moore

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edward Lee Moore, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) **QUIT CLAIM DEED**
)
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Lawrence Oliver Williams** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 89° 11' 13" W., 26.15 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 01° 01' 08" W., 429.00 FEET; THENCE N. 89° 11' 13" W., 12.31 FEET; THENCE N. 00° 48' 47" E., 429.00 FEET; THENCE S. 89° 11' 13" E. 13.85 FEET TO THE POINT OF BEGINNING, CONTAINING 5579 S.F. (OR 0.13 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

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

EXHIBIT L

Tract 9 Quitclaim Deed / Lawrence Oliver Williams
Page 1 of 2

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Lawrence Oliver Williams

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Lawrence Oliver Williams, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE) UTILITY & DRAINAGE EASEMENT
 No title opinion provided nor requested.

KNOW ALL MEN BY THESE PRESENTS: That the Lawrence Oliver Williams (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent and perpetual public utility and drainage and ingress egress easement on, over, along, across, under, and through the lands of the Grantor situated in Limestone County, Alabama, particularly described as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS N. 89° 11' 13" W., 40.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 00° 48' 47" W., 235.00 FEET; THENCE N. 89° 11' 13" W., 8.00 FEET; THENCE N. 00° 48' 47" E., 235.00 FEET; THENCE S. 89° 11' 13" E. 8.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1880 S.F. (OR 0.04 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

For the establishment of a public utility and drainage and ingress/egress easement for use of Grantee, its authorized assignees, and franchisees, as well as other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes stated.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described.

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the
__ day of _____ 2024.

By: _____
Lawrence Oliver Williams

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby
certify that Lawrence Oliver Williams, whose name is signed to the foregoing conveyance and who
is or has been made known to me, acknowledged before me on this day that, being informed of the
contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) **QUIT CLAIM DEED**
)
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Charles C. Williams, Sr.** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 00° 48' 47" W., 429.00 FEET AND N. 89° 11' 13" W., 27.69 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 01° 00' 13" W., 96.91 FEET; THENCE S. 00° 51' 12" W., 1.92 FEET; THENCE N. 89° 11' 13" W., 11.99 FEET; THENCE N. 00° 48' 47" E., 98.83 FEET; THENCE S. 89° 11' 13" E., 12.31 FEET TO THE POINT OF BEGINNING, CONTAINING 1201 SQUARE FEET (OR 0.03 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

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

EXHIBIT N
Tract 10 Quitclaim Deed / Charlese C. Williams Sr.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Charles C. Williams, Sr.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles C. Williams, Sr. whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) **QUIT CLAIM DEED**
)
COUNTY OF LIMESTONE) *No title opinion requested nor provided*

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Charles C. Williams, Sr.** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 911.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE CONTINUING S. 88° 30' 59" E., 323.06 FEET TO A FOUND 1-1/2" IRON PIPE; THENCE S. 01° 12' 59" E., 67.71 FEET; THENCE N. 88° 30' 59" W., 1196.46 FEET; THENCE S. 00° 48' 47" W., 460.19 FEET; N. 88° 30' 59" W., 18.01 FEET; N. 01° 00' 18" E. 477.81 FEET; THENCE S. 88° 32' 24" E., 886.91 FEET; THENCE N. 01° 23' 06" E., 49.64 FEET TO THE POINT OF BEGINNING, CONTAINING 45840 S.F. (OR 1.05 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT O

TO HAVE AND TO HOLD unto the Grantee, its successors, and assigns forever.
IN WITNESS WHEREOF, Grantor has caused these presents to be executed on
the ____ day of _____ 2024.

By: _____
Charles C. Williams, Sr.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State,
hereby certify that Charles C. Williams, Sr. whose name is signed to the foregoing
conveyance and who is or has been made known to me, acknowledged before me on this
day that, being informed of the contents of the instrument, he executed the same
voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE) UTILITY & DRAINAGE EASEMENT
 No title opinion provided nor requested.

KNOW ALL MEN BY THESE PRESENTS: That Charles C. Williams, Sr. (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter referred to as "Grantee"), and unto its successors and assigns, a permanent and perpetual public utility and drainage and ingress egress easement on, over, along, across, under, and through the lands of the Grantor situated in Limestone County, Alabama, particularly described as follows:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 60.00 FEET AND S. 00° 48' 47" W., 67.64 FEET FROM A FOUND RAILROAD SPIKE BEING THE NORTH 1/4 CORNER OF SAID SECTION; THENCE S. 00° 48' 47" W., 24.00 FEET; THENCE N. 88° 30' 59" W., 10.00 FEET; THENCE S. 00° 48' 47" W., 191.06 FEET; THENCE N. 88° 30' 59" W., 10.00 FEET; THENCE N. 00° 48' 47" E., 215.06 FEET; THENCE S. 88° 30' 59" E., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2385 S.F. (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

For the establishment of a public utility and drainage and ingress/egress easement for use of Grantee, its authorized assignees, and franchisees, as well as other purposes not inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes stated.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of entry and re-entry from time to time as occasion may require

for the use of the easements hereinabove described.

IN WITNESS WHEREOF, Grantors have caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Charles C. Williams, Sr.

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Charles C. Williams, Sr. whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

This instrument prepared by: **Brian Kilgore, City Attorney, City of Madison Legal Department, 100 Hughes Road, Madison, AL 35758**

STATE OF ALABAMA) QUIT CLAIM DEED
)
) *No title opinion requested nor provided*
COUNTY OF LIMESTONE)

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of ten dollars (\$10.00) that **Ed Fletcher** (herein referred to as **GRANTOR**), does hereby grant, bargain, sell, and hereby extinguishes any and all interest that he has in the portion of the property described below and does by these presents release, remise, quitclaim, and convey unto the **CITY OF MADISON, ALABAMA, a municipal corporation** (herein referred to as **GRANTEE**) any and all interest Grantor possesses within the property described below and situated in Limestone County, Alabama, to-wit:

STATE OF ALABAMA)
LIMESTONE COUNTY)

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 3 WEST, LIMESTONE COUNTY, ALABAMA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS S. 88° 30' 59" E., 1179.00 FEET FROM A FOUND RAILROAD SPIKE BEING THE SOUTH 1/4 CORNER OF SAID SECTION; THENCE N. 00° 40' 01" E., 18.09 FEET; THENCE N. 80° 02' 22" E., 56.02 FEET; THENCE S. 00° 40' 08" W., 29.21 FEET; THENCE N. 88° 30' 59" W., 55.06 FEET TO THE POINT OF BEGINNING, CONTAINING 2379 S.F (OR 0.06 ACRES) OF LAND AND SUBJECT TO ANY EASEMENTS OF RECORD.

EXHIBIT Q

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

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the ____ day of _____ 2024.

By: _____
Ed Fletcher

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Ed Fletcher, whose name is signed to the foregoing conveyance and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily as an act on the day the same bears date.

Given under my hand and official seal this the ____ day of _____ 2024.

Notary Public

RESOLUTION NO. 2024-058-R**A RESOLUTION AUTHORIZING PROPERTY ACQUISITIONS
FOR THE BROWNS FERRY ROAD AND BURGREEN ROAD IMPROVEMENT
PROJECT**

BE IT RESOLVED by the City Council of the City of Madison, Alabama, a municipal corporation within the State of Alabama, as follows:

1. That in the judgment and opinion of the City Council of the City of Madison, it is in the public interest and necessary and expedient that the City of Madison acquire and/or condemn certain rights-of-way, permanent, exclusive utility and drainage easements, and temporary construction easements, on, over, across and upon the following described parcels of land, to-wit:

See Exhibits "A" through "D" (the "Tract(s)") which are attached hereto and incorporated herein, a copy of each being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama. A drawing for each parcel is included with the parcel description(s) for each respective Tract.

2. That the obtainment of the foregoing Tracts is necessary for the widening and/or other improvement of Browns Ferry Road and Burgreen Road (the "Project"), which is in the best interests of the citizens of the City of Madison in that the same will contribute to the health and general welfare of the citizens of Madison.
3. That certain owners of the respective Tracts desire and intend to donate and dedicate their respective Tracts to the City of Madison and, in such instance, the City shall hereby accept the donation and dedication of such Tract for purposes of the Project.
4. That in those instances where an owner elects not to donate its respective Tract, the Mayor of the City of Madison, or his designee, be, and is further authorized, empowered, and directed to attempt to acquire by voluntary conveyance the above described Tract(s) for the City for the aforesaid purpose at a fair and reasonable price in accordance with Section 18-1A-22 of the Code of Alabama, as amended.
5. That the Mayor of the City of Madison, or his designee, be, and is hereby authorized, empowered, and directed to cause the above described Tracts, one or more, to be appraised in accordance with Section 18-1A-21 of the Code of Alabama, as amended, to determine the amount that would constitute just compensation for their respective taking.

6. That in case of failure to acquire any of the said Tracts for the purpose aforesaid by voluntary conveyance from the owner or owners thereof, the Mayor is hereby authorized to direct the City Attorney to file a condemnation action and conduct condemnation proceedings on behalf of the City of Madison for the acquisition of such Tract(s) by the exercise of the right of eminent domain.
7. Any prior acts taken by the City toward the acquisition of the properties pursuant to the eminent domain code are hereby ratified and affirmed.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

EXHIBIT A

Thence N 40°47'51" E a distance of 95.41' to the Point of Beginning (said point offset 38.30' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 74+20.00);

thence N 46°43'04" E a distance of 91.11 feet to a point (said point offset 50' LT and perpendicular to centerline of Burgreen Road at approximate station 56+00.00);

thence N 0°32'39" W a distance of 270.00 feet to a point (said point offset 50' LT and perpendicular to centerline of Burgreen Road at approximate station 59+70.00);

thence N 31°46'52" E a distance of 35.50 feet to a point (said point offset 31.02' LT and perpendicular to centerline of Burgreen Road at approximate station 59+00.00);

thence S 0°41'33" E a distance of 362.72 feet to a point (said point offset 30.08' LT and perpendicular to centerline of Burgreen Road at approximate station 55+37.28);

thence N 89°57'43" W a distance of 86.85 feet to the Point of Beginning, containing .20 acres more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

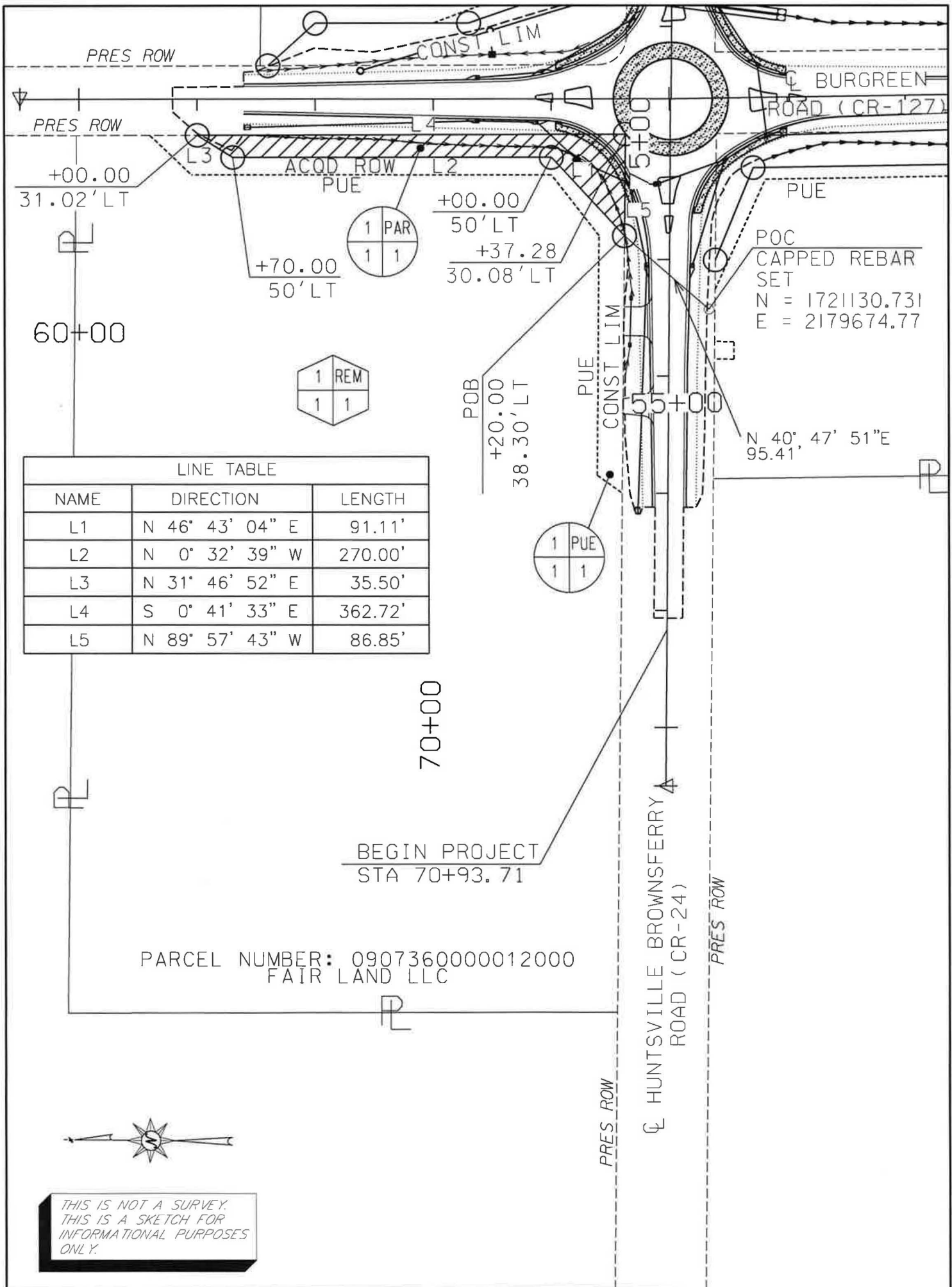
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE:	8.01 AC±
TRACT NUMBER: 1	P.U.E. REQUIRED:	0.26 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED:	0.20 AC±
OWNER: FAIR LAND LLC	REMAINING ACRES:	7.55 AC±
SCALE: 1" = 100'	DATE: 01-22-2024	REVISED:
SHEET 1	OF	2

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
COUNTY OF LIMESTONE) PERMANENT UTILITY EASEMENT

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 1**

KNOW ALL MEN BY THESE PRESENTS: That Fair Land, LLC. (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 36, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison
Tract Number 1 – Fair Land LLC

EXHIBIT B

A section of permanent utility easement being situated in the southwest quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from Capped Rebar Set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.77

Thence N 65°20'29" W a distance of 173.48' to the Point of Beginning (said point offset 38.75' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 72+00.00);

thence N 35°08'09" E a distance of 26.01' feet to a point (said point offset 60' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 71+15.00);

thence N 89°55'21" E a distance of 205.00' feet to a point (said point offset 60' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 74+20.00);

thence N 51°39'18" E a distance of 65.48' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Burgreen Road at approximate station 56+00.00);

thence N 0°32'39" W a distance of 305.00' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Burgreen Road at approximate station 59+05.00);

thence N 43°31'28" E a distance of 48.71' feet to a point (said point offset 31.12' LT and perpendicular to a centerline of Burgreen Road at approximate station 59+40.00);

thence S 00°41'33" E a distance of 40.00' feet to a point (said point offset 31.02' LT and perpendicular to a centerline of Burgreen Road at approximate station 59+00.00);

thence S 31°46'52" W a distance of 35.50' feet to a point (said point offset 50.00' LT and perpendicular to a centerline of Burgreen Road at approximate station 58+70.00);

EXHIBIT B

thence S 00°32'39" E a distance of 270.00’ feet to a point (said point offset 50.00’ LT and perpendicular to a centerline of Burgreen Road at approximate station 56+00.00);

thence S 46°43'04" W a distance of 91.11’ feet to a point (said point offset 38.30’ LT and perpendicular to a centerline of Huntsville Browns Ferry Road at approximate station 74+20.00);

thence N 89°57'43" W a distance of 220.00’ feet to the Point of Beginning, containing .26 acres more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

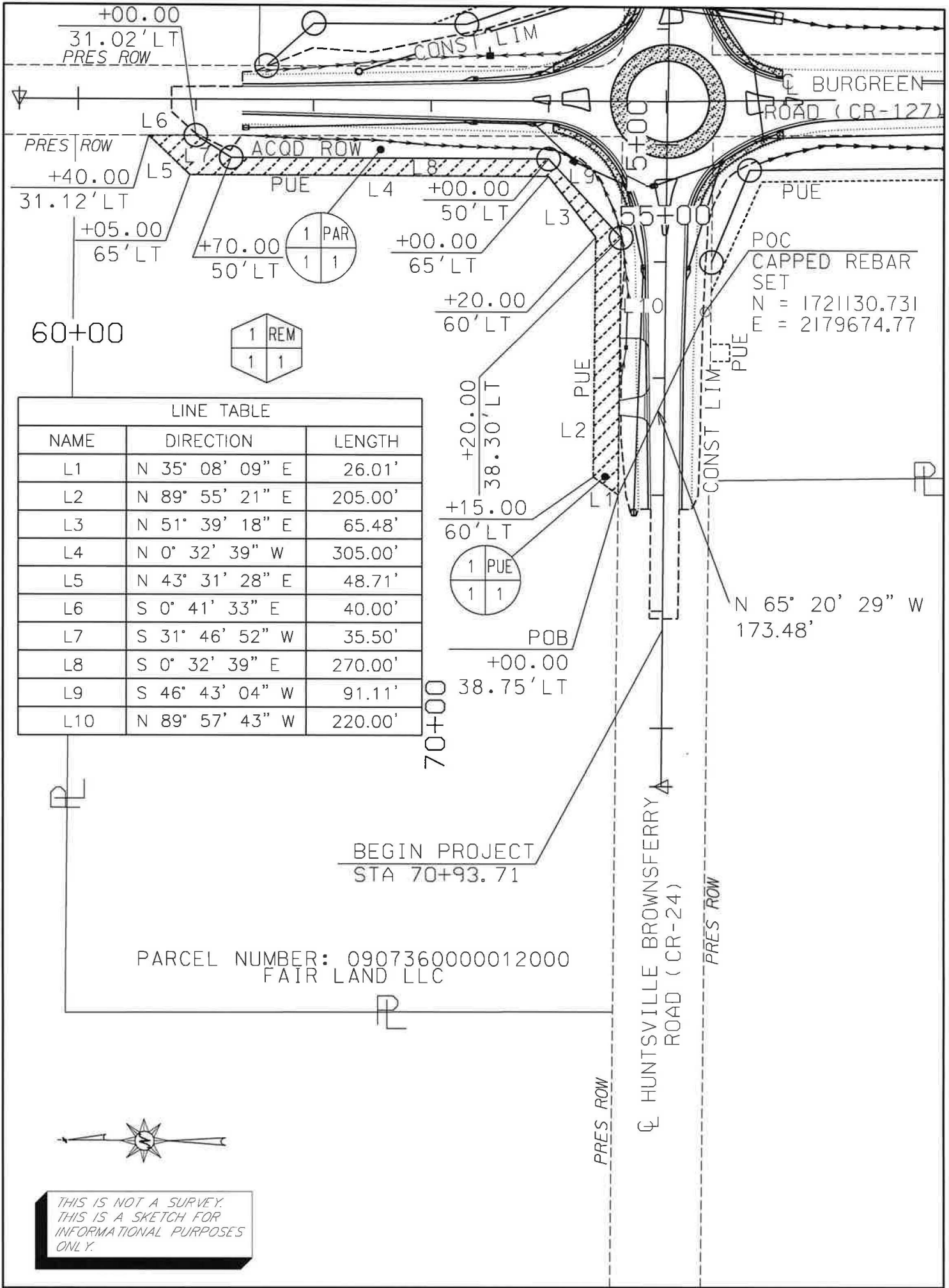
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires



THIS IS NOT A SURVEY.
THIS IS A SKETCH FOR
INFORMATIONAL PURPOSES
ONLY.

CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 8.01 AC±
TRACT NUMBER: 1	P.U.E. REQUIRED: 0.26 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.20 AC±
OWNER: FAIR LAND LLC	REMAINING ACRES: 7.55 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 2 OF 2	REVISED:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
COUNTY OF LIMESTONE) PERMANENT ROADWAY RIGHT OF WAY

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 2**

KNOW ALL MEN BY THESE PRESENTS: That (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent roadway right of way through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 36, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison
Tract Number 2 – SWR Holdings LLC

EXHIBIT C

A section of right-of-way being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 89°52'15" W a distance of 222.56' to the Point of Beginning (said point offset 37.84' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence N 89°52'15" W a distance of 128.23' to a point (said point offset 38.29' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 75+91.79);

thence along an arc 38.92' to the left, having a radius of 25.00', the chord of which is N 45°17'20" W for a distance of 35.11' to a point (said point offset 62.02' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 75+66.87);

thence N 0°41'33" W a distance of 278.89' feet to a point (said point offset 28.86' RT and perpendicular to centerline of Burgreen Road at approximate station 58+40.00);

thence S 42°38'24" E a distance of 53.91 feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 58+00.00);

thence S 0°32'39" E a distance of 130.00' feet to a point (said point offset 65.00 RT and perpendicular to the centerline of Burgreen Road at approximate station 56+70.00);

thence S 19°52'47" E a distance of 113.94' feet to a point (said point offset 65.00 LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 76+40.00);

thence N 89°55'47" E a distance of 60.00' feet to a point (said point offset 65.00 LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence S 36°26'29" E a distance of 33.73’ to the Point of Beginning, containing 0.34 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

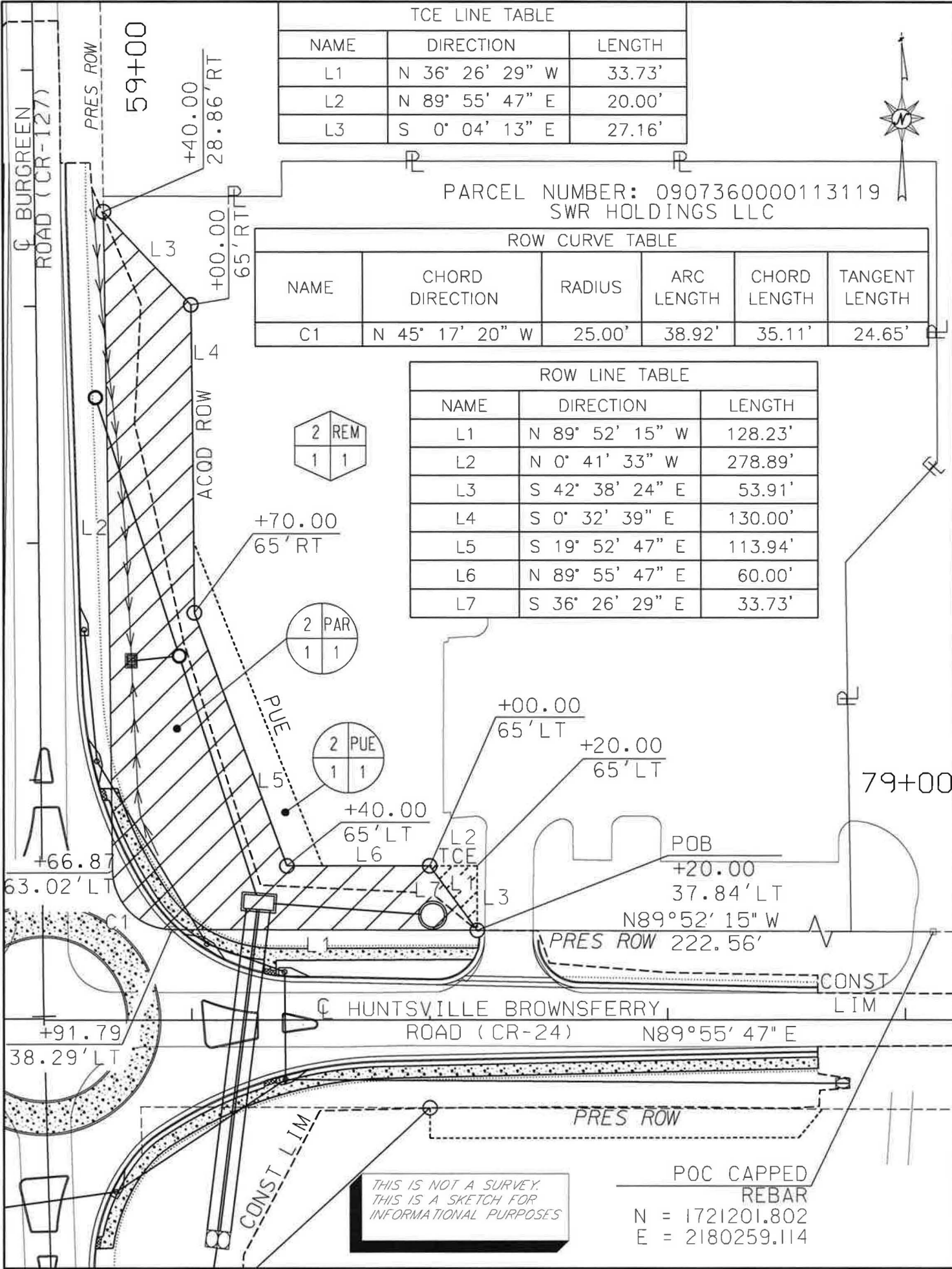
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 2.42 AC±
TRACT NUMBER: 2	T.C.E. REQUIRED: 0.01 AC±
COUNTY: MADISON COUNTY	P.U.E. REQUIRED: 0.04 AC±
OWNER: SWR HOLDINGS LLC	R.O.W. REQUIRED: 0.34 AC±
SCALE: 1" = 50'	REMAINING ACRES: 2.04 AC±
DATE: 01-22-2024	
SHEET 1 OF 2	REVISED:

STATE OF ALABAMA)
 :
COUNTY OF LIMESTONE) TEMPORARY CONSTRUCTION EASEMENT

155

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 89°52’15” W a distance of 222.56’ to the Point of Beginning (said point offset 37.84’ LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence N 36°26’29” W a distance of 33.73’ feet to a point (said point offset 65.00’ LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence N 89°55’47” E a distance of 20.00’ feet to a point (said point offset 65.00’ LT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+20.00);

thence S 0°04’13” E a distance of 27.16’ feet to the Point of Beginning, containing 0.01 acres more or less.

Said Temporary Easement shall expire one year after date of execution or upon the completion of the construction project, whichever occurs earliest.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 2**

KNOW ALL MEN BY THESE PRESENTS: That SWR Holdings, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 36, Township 3 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

Tract Number 2 – SWR Holdings LLC

EXHIBIT E

A section of permanent utility easement being situated in the southeast quarter of Section 36, Township 3 South, Range 3 West, more particularly described as follows:

Commence from the Capped Rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114

Thence N 84°31'22" W a distance of 288.92' to the Point of Beginning (said point offset 65.00' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 76+55.00);

thence S 89°55'47" W a distance of 15.00' feet to a point (said point offset 65.00' LT and perpendicular to centerline of Huntsville Browns Ferry Road at approximate station 76+40.00);

thence N 19°52'47" W a distance of 113.94' feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 56+70.00);

thence N 0°32'39" W a distance of 30.00 feet to a point (said point offset 65.00' RT and perpendicular to centerline of Burgreen Road at approximate station 57+00.00);

thence S 21°30'18" E a distance of 147.40' feet to the Point of Beginning, containing 0.04 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

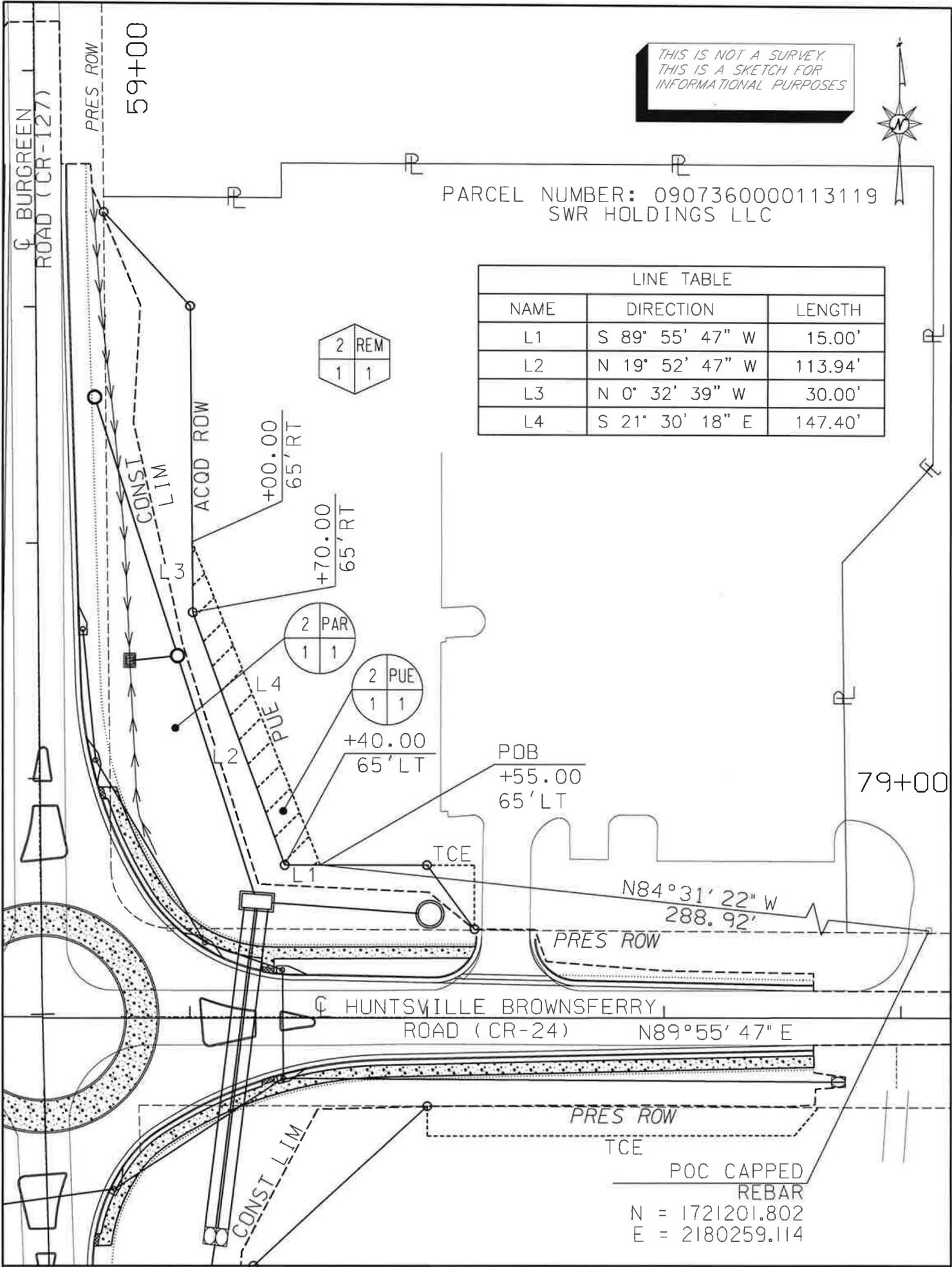
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 2.42 AC±
TRACT NUMBER: 2	T.C.E. REQUIRED: 0.01 AC±
COUNTY: MADISON COUNTY	P.U.E. REQUIRED: 0.04 AC±
OWNER: SWR HOLDINGS LLC	R.O.W. REQUIRED: 0.34 AC±
SCALE: 1" = 50'	REMAINING ACRES: 2.04 AC±
DATE: 01-22-2024	
SHEET 2 OF 2	REVISED:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
COUNTY OF LIMESTONE)

PERMANENT ROADWAY RIGHT OF WAY

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 3**

KNOW ALL MEN BY THESE PRESENTS: That Madison Platinum Enterprises, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent roadway right of way through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison
Tract Number 3 – Madison Platinum Enterprises LLC

A section of Right-Of-Way being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

EXHIBIT F

thence S 83°20' 44" E a distance of 42.73 feet to a point said point being the Point of Beginning (said point offset 38.85' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 74+00.00);

thence S 89°57'43" E a distance of 107.98 feet to a point (said point offset 70' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 75+07.98);

thence S 01°21'20" E a distance of 360.58 feet to a point (said point offset 31.28' LT and perpendicular to the centerline of Burgreen Road at approximate station 51+00.00);

thence N 37°10'44" W a distance of 49.24 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 51+40.00);

thence N 01°30'19" W a distance of 290.00 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 54+30.00);

thence N 68°20'36" W a distance of 85.15 feet to the Point of Beginning, containing 0.26 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

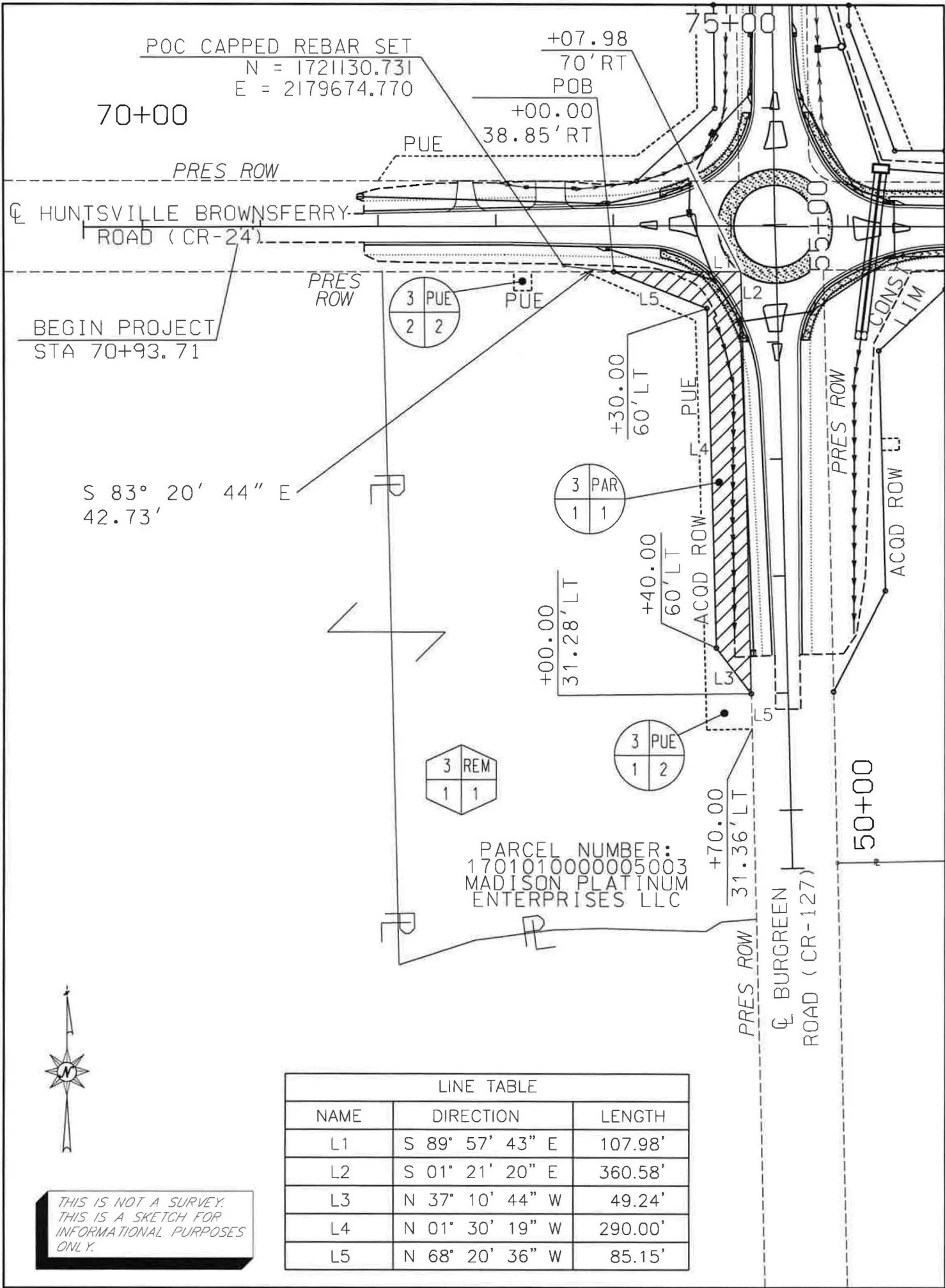
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 4.00 AC±
TRACT NUMBER: 3	P.U.E. REQUIRED: 0.15 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.26 AC±
OWNER: MADISON PLATINUM ENTERPRISES LLC	REMAINING ACRES: 3.59 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 1 OF 3	REVISED:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 3**

KNOW ALL MEN BY THESE PRESENTS: That Madison Platinum Enterprises, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

Tract Number 3 – Madison Platinum Enterprises LLC

EXHIBIT G

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 74°12' 15" E a distance of 18.13 feet to a point said point being the Point of Beginning (said point offset 38.80' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 73+75.00);

thence S 89°57'43" E a distance of 25.00 feet to a point (said point offset 38.85' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 74+00.00);

thence S 68°20'36" E a distance of 85.15 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road at approximate station 54+30.00);

thence S 01°30'19" E a distance of 290.00 feet to a point (said point offset 60' LT and perpendicular to the centerline of Burgreen Road station 51+40.00);

thence S 37°10'44" E a distance of 49.24 feet to a point (said point offset 31.28' LT and perpendicular to the centerline of Burgreen Road station 51+00.00);

thence S 01°21'20" E a distance of 30.00 feet to a point (said point offset 31.36' LT and perpendicular to the centerline of Burgreen Road station 50+70.00);

thence S 88°29'41" W a distance of 38.64 feet to a point (said point offset 70' LT and perpendicular to the centerline of Burgreen Road station 50+70.00);

thence N 01°30'19" W a distance of 350.00 feet to a point (said point offset 70' LT and perpendicular to the centerline of Burgreen Road station 54+20.00);

thence N 66°10'06" W a distance of 103.20 feet to the Point of Beginning, containing 0.14 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

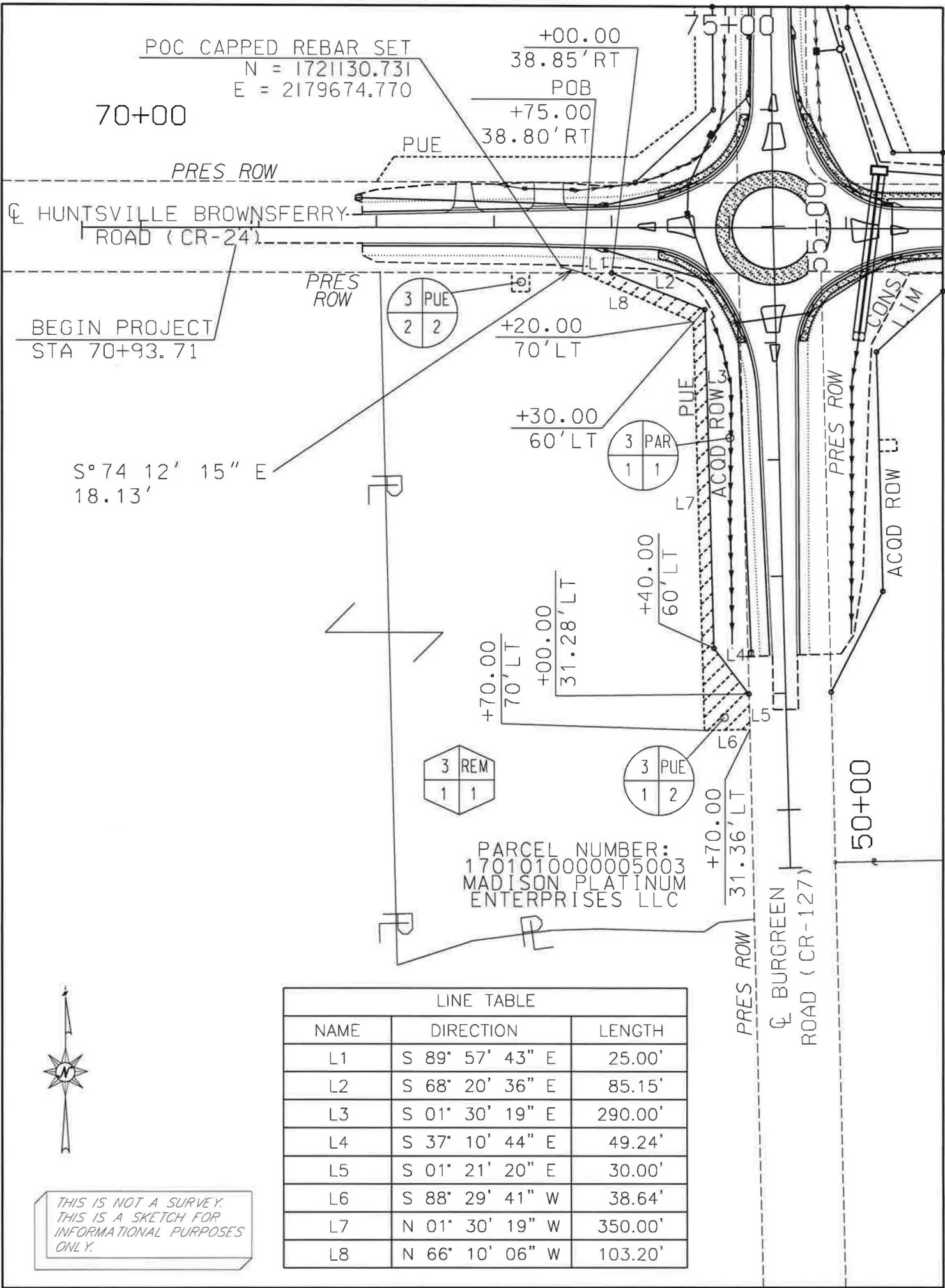
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 4.00 AC±
TRACT NUMBER: 3	P.U.E. REQUIRED: 0.15 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.26 AC±
OWNER: MADISON PLATINUM ENTERPRISES LLC	REMAINING ACRES: 3.59 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 2 OF 3	REVISED:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 3**

KNOW ALL MEN BY THESE PRESENTS: That Madison Platinum Enterprises, LLC (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

Tract Number 3 – Madison Platinum Enterprises LLC

EXHIBIT H

A section of Permanent Utility Easement being situated in the Northwest quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar set said point being the Point of Commencement (said point having the coordinates of N: 1721130.731, E: 2179674.770;

thence S 79°54' 18" W a distance of 27.99 feet to a point said point being the Point of Beginning (said point offset 38.71' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 73+30.00);

thence S 00°04'39" E a distance of 16.29 feet to a point (said point offset 55' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 73+30.00);

thence S 89°55'21" W a distance of 15.00 feet to a point (said point offset 55' RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 73+15.00);

thence N 00°04'39" W a distance of 16.32 feet to a point (said point offset 38.68' RT and perpendicular to the centerline of Huntsville Browns Ferry Road station 73+15.00);

thence S 89°57'43" E a distance of 15.00 feet to the Point of Beginning, containing 0.003 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

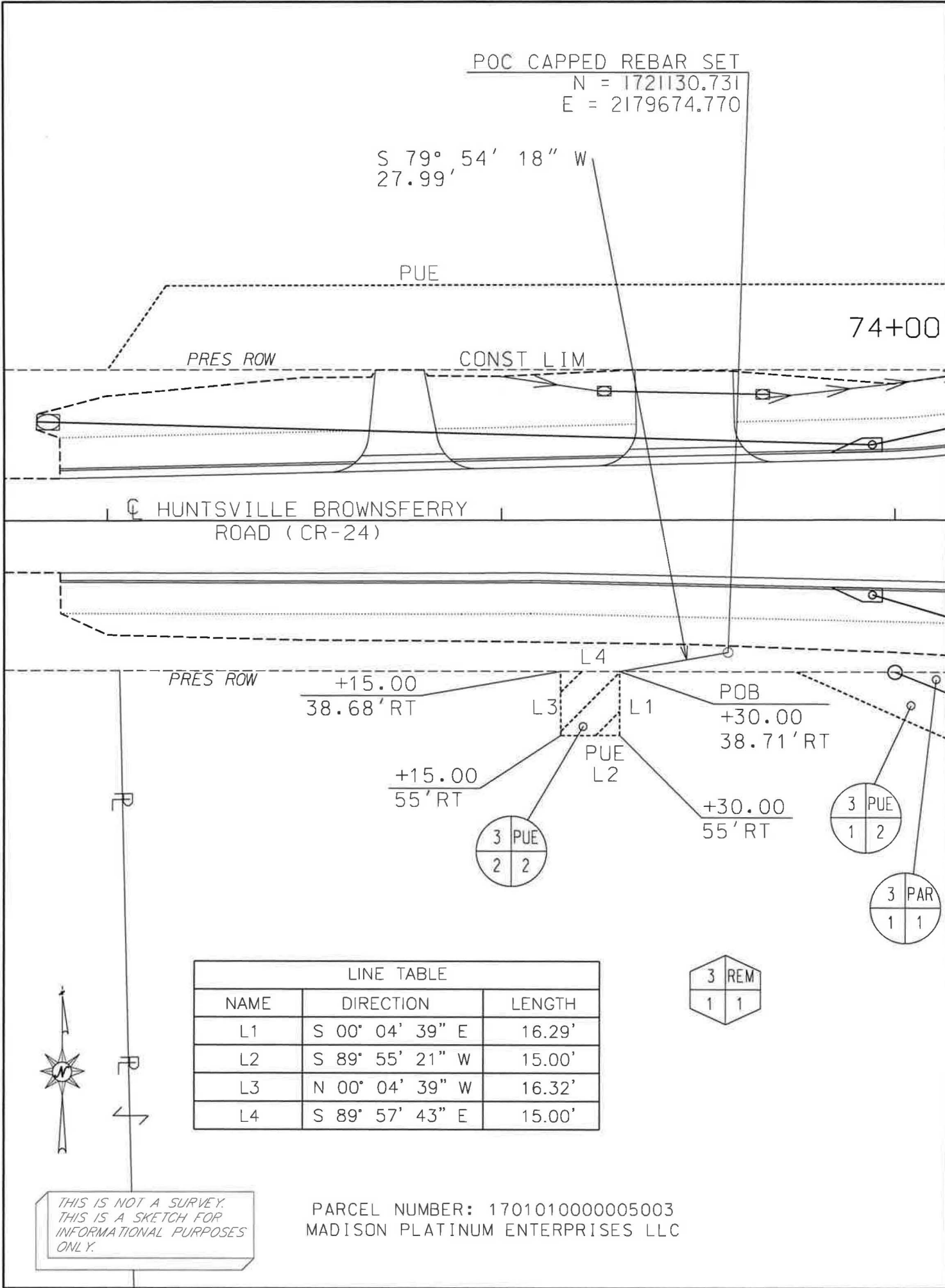
STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 4.00 AC±
TRACT NUMBER: 3	P.U.E. REQUIRED: 0.15 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.26 AC±
OWNER: MADISON PLATINUM ENTERPRISES LLC	REMAINING ACRES: 3.59 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 3	REVISED:
OF 3	

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
PERMANENT ROADWAY RIGHT OF WAY
COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 4**

KNOW ALL MEN BY THESE PRESENTS: That Vickie Mitchell (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent roadway right of way through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

Tract Number 4 – Vickie Mitchell

A section of Right-Of-Way being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

EXHIBIT I

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114;

thence S 72°52' 28" W a distance of 253.72 feet to a point said point being the Point of Beginning (said point offset 37.35’ RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence S 47°09'04" W a distance of 101.33 feet to a point (said point offset 85’ RT and perpendicular to the centerline of Burgreen Road at approximate station 53+90.00);

thence S 01°30'19" E a distance of 205.00 feet to a point (said point offset 85’ RT and perpendicular to the centerline of Burgreen Road at approximate station 51+85.00);

thence S 27°03'51" W a distance of 96.78 feet to a point (said point offset 38.72’ RT and perpendicular to the centerline of Burgreen Road station 51+00.00);

thence N 01°21'20" W a distance of 360.40 feet to a point (said point offset 36.92’ RT and perpendicular to the centerline of Burgreen Road station 75+78.53);

thence S 89°52'15" E a distance of 121.47 feet to the Point of Beginning, containing 0.39 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the ____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

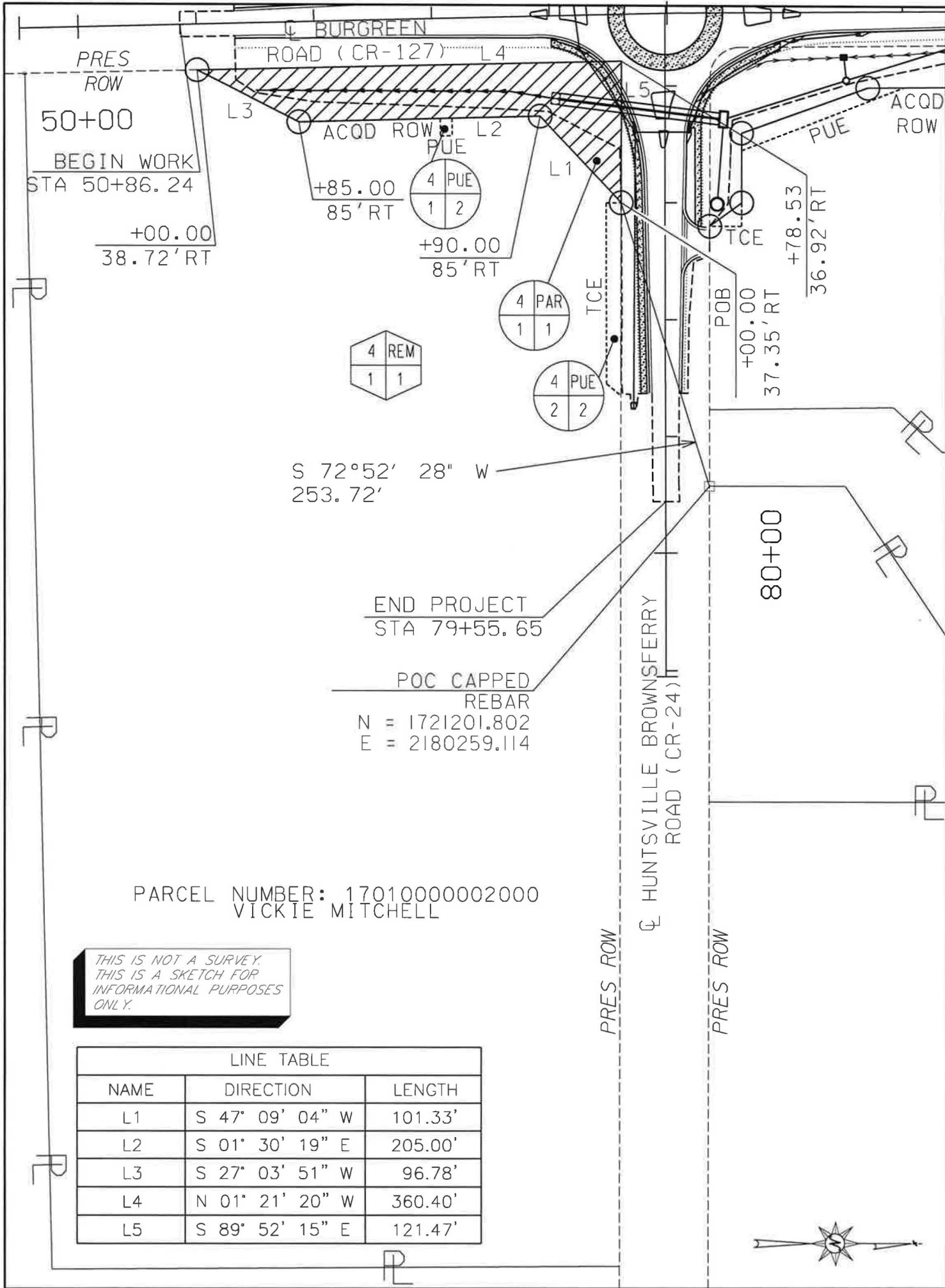
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 11.59 AC±
TRACT NUMBER: 4	P.U.E. REQUIRED: 0.05 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.39 AC±
OWNER: VICKIE MITCHELL	REMAINING ACRES: 11.15 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 1 OF 3	REVISED:

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)

PERMANENT UTILITY EASEMENT

COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 4**

KNOW ALL MEN BY THESE PRESENTS: That Vickie Mitchell (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison

Tract Number 4 – Vickie Mitchell

A section of Permanent Utility Easement being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114;

thence S 53°57' 05" W a distance of 370.80 feet to a point said point being the Point of Beginning (said point offset 100’ RT and perpendicular to the centerline of Burgreen Road at approximate station 53+15.00);

thence S 01°30'19" E a distance of 10.00 feet to a point (said point offset 100’ RT and perpendicular to the centerline of Burgreen Road at approximate station 53+05.00);

thence S 88°29'41" W a distance of 15.00 feet to a point (said point offset 85’ RT and perpendicular to the centerline of Burgreen Road at approximate station 53+05.00);

thence N 01°30'19" W a distance of 10.00 feet to a point (said point offset 85’ RT and perpendicular to the centerline of Burgreen Road station 53+15.00);

thence N 88°29'41" E a distance of 15.00 feet to the Point of Beginning, containing 0.003 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

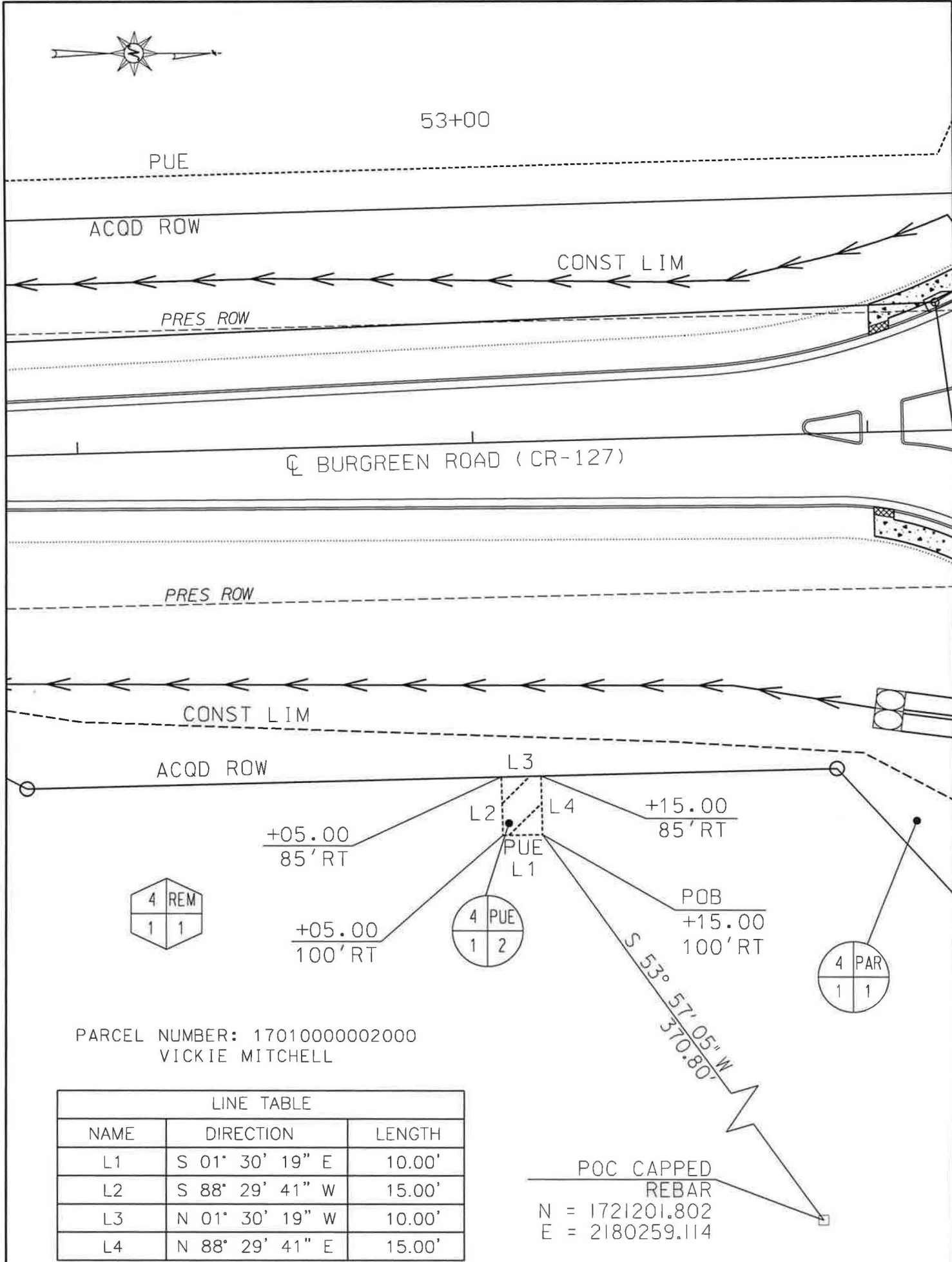
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



PARCEL NUMBER: 17010000002000
VICKIE MITCHELL

LINE TABLE		
NAME	DIRECTION	LENGTH
L1	S 01° 30' 19" E	10.00'
L2	S 88° 29' 41" W	15.00'
L3	N 01° 30' 19" W	10.00'
L4	N 88° 29' 41" E	15.00'

CITY OF MADISON

**NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS*

PROJECT NO: 22-036	* ORIGINAL ACREAGE:	11.59 AC±
TRACT NUMBER: 4	P.U.E. REQUIRED:	0.05 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED:	0.39 AC±
OWNER: VICKIE MITCHELL	REMAINING ACRES:	11.15 AC±
SCALE: 1" = 30'	DATE: 01-22-2024	REVISED:
SHEET 2 OF 3		

THIS INSTRUMENT PREPARED BY: TIMOTHY J. WESTHOVEN OF GOODWYN, MILLS & CAWOOD, INC, 7 TOWN CENTER DRIVE, SUITE 201, HUNTSVILLE, ALABAMA, 35806, TELEPHONE NUMBER (256) 539-3431.

STATE OF ALABAMA)
PERMANENT UTILITY EASEMENT
COUNTY OF LIMESTONE)

**PROJECT: Burgreen Road and
Huntsville-Browns Ferry Road
Roundabout
TRACT NO. 4**

KNOW ALL MEN BY THESE PRESENTS: That Vickie Mitchell (hereinafter referred to as “Grantor”), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto **THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation** (hereinafter referred to as “Grantee”), and unto its successors and assign, a non-exclusive permanent utility through, over and upon the following described lands of Grantor; said easements being located in the tract of land lying and being in Section 1, Township 4 South, Range 3 West of the Huntsville Meridian, Limestone County, Alabama. Said property being a portion of the property conveyed to the City of Madison, Alabama and more particularly described as follows:

City of Madison
Tract Number 4 – Vickie Mitchell

A section of Permanent Utility Easement being situated in the Northeast quarter of Section 1, Township 4 South, Range 3 West, more particularly described as follows:

Commence from the capped rebar said point being the Point of Commencement (said point having the coordinates of N: 1721201.802, E: 2180259.114;

thence S 45°53' 51" W a distance of 107.88 feet to a point said point being the Point of Beginning (said point offset 37.92’ RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 78+65.00);

thence S 39°32'19" W a distance of 15.69 feet to a point (said point offset 50’ RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 78+55.00);

thence S 89°55'47" W a distance of 155.00 feet to a point (said point offset 50’ RT and perpendicular to the centerline of Huntsville Browns Ferry Road at approximate station 77+00.00);

thence N 00°04'13" W a distance of 12.65 feet to a point (said point offset 37.35’ RT and perpendicular to the centerline of Huntsville Browns Ferry Road station 77+00.00);

thence S 89°52'20" E a distance of 165.00 feet to the Point of Beginning, containing 0.05 acres, more or less.

TO HAVE AND TO HOLD the same unto Grantee, and unto its successors and assigns forever together with the right of reasonable entry and reentry from time to time as occasion may require for the use of the easement hereinabove described.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this the _____ day of _____, 2024.

NAME

ACKNOWLEDGE

STATE OF ALABAMA)

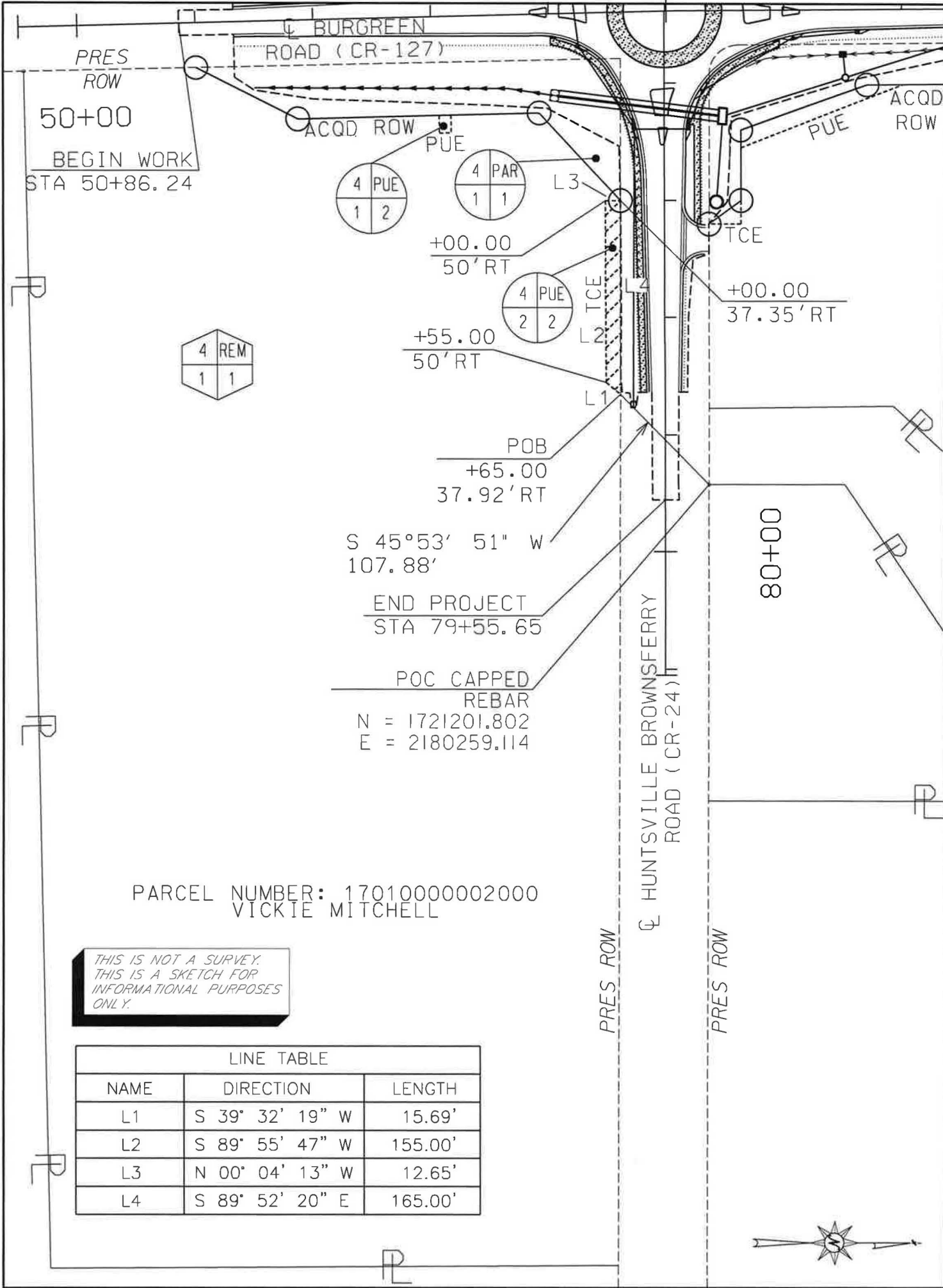
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that _____, is signed to the foregoing conveyance and who was made known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she, as sole owner and with full authority, executed the same voluntarily.

Given under my hand and seal, this ____ day of _____, 2024.

Notary Public

My commission expires:



CITY OF MADISON

*NOTE: ORIGINAL ACREAGE OBTAINED FROM TAX MAPS

PROJECT NO: 22-036	* ORIGINAL ACREAGE: 11.59 AC±
TRACT NUMBER: 4	P.U.E. REQUIRED: 0.05 AC±
COUNTY: MADISON COUNTY	R.O.W. REQUIRED: 0.39 AC±
OWNER: VICKIE MITCHELL	REMAINING ACRES: 11.15 AC±
SCALE: 1" = 100'	DATE: 01-22-2024
SHEET 3 OF 3	REVISED:

RESOLUTION NO. 2024-051-R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC
WORKS AGREEMENT WITH CHORBA CONTRACTING
CORPORATION FOR THE TOYOTA FIELD SHOWER REPAIRS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Public Works Agreement with Chorba Contracting Corporation for the repair and remodeling of the Toyota Field Shower Area(s), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for General Contracting Services;" and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Chorba Contracting Corporation in a total amount not to exceed sixty-five thousand one hundred seventy-six dollars (\$65,176.00) to be paid from the Multi-Use Venue Maintenance Fund.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between Chorba Contracting Corporation hereinafter "Contractor," and the City of Madison, Alabama, a Municipal Corporation, hereinafter "City" or "Owner."

W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree in regard to a public works project for the renovation and repair of the Toyota Stadium Shower Area (hereinafter the "Project") as described herein, with additional reference to the attached Exhibit A: Proposal, agree that the Contractor shall complete the following Scope of Work for the Project:

- Sawcut and remove existing flake/epoxy floors for install of new floor drains at Officials, Visitors and Coaches Locker Rooms.
- Pour and place concrete infill of slab at new drain locations.
- Diamond grind and apply new flake/epoxy finish to match existing shower floors at locations of new floor drains.
- Install new drainage system, connecting to existing sewer at nearest location. Install new 40" and a 60" long Zurn Z886-SVF trench drain with stainless steel top at Visitors' Locker Room.
- Protection of all work areas and final cleanup of all work areas.

The Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, and transportation as are required to be furnished by the Contractor, and shall perform the work in the manner and form required to construct the Project as it is more specifically described in this Agreement and as provided by the plans, specifications, and documents, all of which are incorporated into this Agreement by reference, and all addenda together with all plans and drawings on file in the City of Madison.

ARTICLE I. GENERALLY

A. Contract. As used throughout these documents, the term "Contract" means and includes all of the following documents regarding this Project: all General Specifications, any Detail Specifications, Supplemental and Special Conditions (if attached), together with this Agreement and any modifications, including Change Orders, if made, and the drawings, plans, and profiles now on file with the City Attorney and City Representative, as well as all guaranties and sureties posted by Contractor in connection with this Contract and all insurance certificates.

All documents listed in this section are adopted by this reference and constitute a part of this Agreement to the same extent as if each were set out in full.

B. Independent Contractor. City and Contractor hereby state that it is the express mutual intent of the parties that an independent contractor relationship be, and hereby is, established under the terms and conditions of this Agreement. Both parties further mutually understand and agree that employees of the Contractor are not, nor shall they be deemed employees of the City and that employees of the City are not, nor shall they be deemed employees of the Contractor. In no event shall the Contractor attempt to commit, promise, or obligate the name or resources of the City in any manner whatsoever.

C. Order of Precedence. Where more than one document relates to the same matter, if both can be given reasonable effect both are to be retained. In the event of conflict, the City Representative shall determine which document, term, or specification governs.

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.
2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or Change Order, in writing, properly executed by the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, successors, and assigns.
4. Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
5. Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. Governing Laws: 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.
8. Ownership of Contract: The Contract, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City, the City Representative, or the City Attorney. Such user shall hold the City and its employees, agents, and officials harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption entitle the City to further compensation at rates comparable to those paid for similar work by licensed professionals.

E. Rules of Construction. For the purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

2. All references in this Agreement to designated “articles,” “sections,” and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.
3. The terms “include,” “including,” and similar terms are construed as if followed by the phrase, “without being limited to”.
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
5. No inference in favor of or against any party shall be drawn from the fact that such party or such party’s counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

F. Coordination of Plans, Specifications. The specifications, plans, drawings, and all supplementary documents are essential parts of the Contract, including Exhibit A: Specifications and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. Should any portions of the plans, specifications, or drawings be obscure or in dispute, they shall be referred to the City Representative, and he shall decide the true meaning and intent. The City Representative shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.

G. Taxes and Charges. Subject to Contractor’s application for and receipt of a Certificate of Sales and Use Tax Exemption from the State of Alabama, Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state, or federal, and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to *Ala. Code* §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales, or uses taxes incurred as a result of an increase in the rate of such taxes imposed during performance of the Contract.

H. Shop Drawings and Submittals. The Contractor shall submit to the City Representative any requested shop drawings, samples, and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications. The Contractor shall pay for, or the cost may be withheld from payments to the Contractor for, no more than two (2) reviews of the shop drawings, samples, submittals, or similar element of work by the City Representative.

I. Alabama Immigration Law. 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 has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), *et seq.*

J. 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.

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay, and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth herein, the total amount of compensation, subject to additions and deductions as provided in this Agreement that will not exceed **sixty-five thousand one hundred seventy-six dollars (\$65,176.00).**

B. Estimated Quantities and Unit Prices. Contractor agrees that, should the quantities of any of the items of work in the Project increase, Contractor will perform the additional work at the unit prices set out in the specifications made an exhibit to this Contract and should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and Contractor will make no claim for anticipated profits for any decrease in the quantities.

C. Overtime Work by Contractor. If the Contractor, for his convenience and at his own expense, should desire to carry on his work outside the hours of 7:00am to 7:00pm local time, Monday through Friday, he shall submit written notice to the City Representative and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than twenty-four (24) hours before such overtime work is started. The Contractor must obtain, through the City Representative, the City's approval for work outside the specified hours or on Saturdays, Sundays, or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

In general, the City's Inspectors are subject to being present at all times that the Contractor is working. Therefore, if the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's Inspector's salary and reimbursable expenses for each hour of overtime incurred by the City's Inspector as a result of Contractor's performance outside the hours set forth above. Overtime shall be rounded up to the nearest whole hour. This amount shall include the Inspector's salary at his overtime rate and the labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay, and his vehicle and equipment. Payment to the City shall be made by an equal deduction from the amount due on a subsequent invoice submitted by Contractor for payment.

D. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work.

In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

Once fifty percent (50%) of a Project has been satisfactorily completed, no further retainage will be withheld. Retainage shall be held until final completion and acceptance of all Work covered by the Contract unless escrow or deposit arrangements are agreed to by the City.

At the conclusion of the Project and upon Contractor's completion of the Project, Contractor shall present a verified application for payment. On completion and acceptance of each separately identifiable portion of the Project for which a separate price has been stated in the Contract or which can be separately ascertained, payment may be made in full including retainage but less deductions.

All materials and work covered by partial payments as provided for in this Agreement shall become the sole property of the City, but the Contractor shall maintain the sole responsibility for the care and protection of materials and Work upon which payments have been made and for the restoration of any damaged Work.

The City may also withhold from time to time from payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or City Representative's observers or inspectors for Contractor's overtime as provided in this Agreement, or for engineering or design services associated with Contractor-initiated Change Orders or submittals in excess of that permitted in this Agreement. The Contractor hereby authorizes the City, as its limited agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective work.
- b. Evidence indicating probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor or its subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs, and supplies.
- d. Damage to another contractor under separate contract with the City.
- e. Assessment of liquidated damages.

In the absence of same, applications for payment will be verified by the City Representative and/or approved for amounts not previously verified and approved because of their presence.

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

E. Differing Site Conditions. If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the City Representative in writing regarding such conditions but in no event later than twenty-four (24) hours after discovery of such conditions by the Contractor.

Upon such notice, or upon observation of such conditions, the City Representative will promptly make such changes in the plans and/or specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders as set forth in this Agreement.

F. Change Orders. The City may approve Change Orders if one or more of the following conditions apply:

1. Minor changes for a total monetary amount less than five percent (5%) of the total contract price.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.

The Contractor is expected to complete the Project as specified within the financial parameters stated herein. However, if it shall be determined that a Change Order condition exists during the performance of the Contract, the Contractor shall promptly notify in writing the City Representative and shall not implement such change until having received necessary City approvals. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in the Contract sum; (2) an extension of the Contract time; or (3) a material change in the Contract scope of services, then the City Representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written Change Order.

In the event the Change Order requested by the Contractor involves (1) an increase in the Contract sum or construction prices, (2) extension of the Contract time, or (3) a material change in the Contractor's scope of work or services, then the Contractor shall request a Change Order in writing and present the same to the City Representative and City Attorney who both shall determine whether this is a Change Order which can be allowed and, if so, what exception it would fall under. The City Representative shall then document the same, attach the same to the Contractor's request for a Change Order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute Change Orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a Change Order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

G. Construction Schedule and Periodic Estimates. After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract upon receipt of all materials and equipment ordered for the Project and to fully complete the Project within six (6) weeks of commencement on the Project.

B. Delay. Contractor may be entitled to a reasonable extension of time, as determined by the City, in which to complete the Project if he is delayed at any time in the progress of the Work by any of the following causes:

1. Fires, abnormal floods, tornadoes, or other cataclysmic phenomena of nature.
2. Strikes, embargoes, lockouts, war, acts of public enemy.
3. Properly authorized and approved Change Orders.
4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
5. Causes shown by Contractor to be beyond its control.

In the event one of the above-cited circumstances results in Contractor's delay, Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for in this Agreement. The City expressly disclaims any liability to Contractor for any cost, expense, or damage caused by other contractors, subcontractors, or suppliers, including those engaged by the City. The City will not be liable for damages or costs to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

C. Extensions of Time. All written requests for extensions of time must be submitted to the City Representative within five (5) calendar days after the occurrence of the cause for delay. The City Representative shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a Change Order.

For Change Orders requesting extensions of time due to rain, wind, flood, or any other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last three (3) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood, or any other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are requested and which, in the opinion of the City Representative, will require additional time for execution of any work under the Contract, the time of the completion of the Project may be extended through Change Order. No extensions of time shall be given for any minor changes, alterations, or additions. The Contractor shall not be entitled to any reparation or compensation

on account of such additional time or extensions of time, and the City's granting of an extension of time shall not be valid grounds for a claim by the Contractor for damages or for additional costs, expenses, overhead, profit, or other compensation.

D. Right of the City to Terminate Contract. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

1. the actual cost of the Project completed in conformity with this Agreement; plus
2. such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; plus
3. ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit.

If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative or fail to observe or perform any provisions of the Contract, or fail or neglect to promptly prosecute or perform the Project in accordance with the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other rights or remedies of the City in the premises, immediately terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the work site and necessary or useful therefor.

In the event of termination, the same shall not relieve the Contractor or any of its sureties of their obligations pursuant to this Contract.

In the event it becomes necessary for the City to maintain any legal action against the Contractor to enforce its rights under this Agreement, the Contractor shall pay the City's expenses associated therewith, including a reasonable attorney's fee.

ARTICLE IV. WORK AND MATERIALS

A. Cooperation of Contractor. Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

B. Superintendence. Contractor shall assign to and keep at the Project site competent supervisory personnel and, prior to commencement of the Work, shall designate in writing an authorized representative who shall be an

employee of the Contractor and who shall have complete authority to represent, to receive notice for, and to act for the Contractor. Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of such supervisory personnel. The City Representative shall be notified in writing prior to any change in superintendent assignment.

C. Contractor's Tools and Equipment. The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified and shall be maintained and used in a manner that will not create a hazard to persons or property or cause a delay in the progress of the Project.

D. Furnishing Labor and Equipment. Contractor shall furnish and pay for all equipment, labor, and supervision, and all such materials as required to be furnished to perform the Work and as may otherwise be necessary to the completion of the Project and the operation of each construction crew required.

E. Employees. Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe, illegal, or improper manner, such person shall promptly be removed from the Project by the Contractor.

F. Materials and Appliances. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the execution and completion of the Project.

Contractor warrants to the City that, unless otherwise specified, all materials furnished under this Contract shall be new and that both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Material and/or equipment damaged by flooding or other causes during the construction period shall be subject to rejection by the City Representative. Reconditioning and/or repairing materials used for the Project is not acceptable unless first approved by the City Representative.

G. Asbestos and Hazardous Materials. Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit (if applicable) prior to final payment.

The Contractor is responsible for insuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

H. Protection of Project and Property (as applicable). Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard, and protect the Project from damage and safely guard and protect private, commercial, industrial, the City's, and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the City Representative, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment or to the stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved as required.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state, or municipal laws and regulations, or local conditions.

Contractor shall comply with local and state regulations governing the operation of premises that are occupied and shall perform the Contract in such a manner as not to interrupt or interfere with the operation of other facilities.

Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of the Work or the work of any subcontractor.

Contractor shall not place upon the Project, or upon any part thereof, loads inconsistent with the design or safety of that portion of the Project.

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

I. Protection of Existing Utilities. Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall notify the owners thereof at least seventy-two (72) hours prior to any such construction

activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service.

Additionally, Contractor shall maintain all storm sewers, drains, and/or ditches so that flow is not disturbed or impeded. Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping, and other facilities from damage during the testing and flushing.

J. Limiting Exposures. The Contractor shall perform the work on the Project to ensure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

Contractor shall minimize dust and air pollution through the use of water or other devices and shall require the use of properly operating combustion emission control devices. Contractor shall also encourage the shutdown of construction vehicles when not in use.

K. Safety. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and applicable regulations to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including, but by no means limited to, the public, site personnel, visitors, or City employees) and property during the Contract period. The Contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this Agreement, and any regulations that may be specified in other parts of this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth in those standards and regulations.

Contractor shall at all times provide proper facilities for safe access to the work by authorized representatives of the Owner.

L. Sanitary Regulations. Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the City Representative. Use of these facilities must be strictly enforced.

M. Cutting, Patching. Unless otherwise stated in this Agreement, the Contractor shall be responsible for any necessary cutting, fitting, and patching of the Project that may be required to properly receive the Work, to make its several parts join together properly, and to receive and provide for the work of other contractors or utilities, or as required by drawings and specifications to complete the Project. After such cutting, Contractor shall replace or restore or repair and make good all defective or patched work as required by the City Representative. He shall not cut, excavate, or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public, or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe plus its installation to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the City Representative. Any plates, studs or joists, or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in the Contract Documents, all pavement, rights-of-way, or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days of completion of the Project.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

Contractor will replace, at his own expense, all pipe and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

City Representative's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

N. Trailers. With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

O. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the City Representative.

P. Periodic Cleanup. At all times, the Project premises should be sanitary, safe, reasonably clean, and orderly. Contractor shall provide adequate and approved containers throughout the work site for collection and

disposal of waste material, debris, and rubbish and shall, at least weekly (and as requested by the City Representative during the progress of the Project), clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during building renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways.

Before the Project will be considered complete, all rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City Representative. Streets, curbs, crosswalks, pavement, sidewalks, fences, and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

Q. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods, and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

R. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney's fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

1. Insurance Required. The Contractor shall not commence work under this Contract until it has obtained all insurance required herein and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the Contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required in this Agreement does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this Contract.

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activity in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.
5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing, and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the

promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.

8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>
Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this Contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Where work under this Contract may trigger the requirement for Federal Longshoreman's and Harbor Worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same as required.

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.

3. **Umbrella/Excess Liability Insurance.** Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.
4. **Miscellaneous Insurance.** Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. **Builder's Risk All Risk Insurance.** The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.
6. **Proof of Carriage of Insurance.** Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
 - c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
 - d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
 - e. There shall be a statement that full aggregate limits apply per job or contract.
 - f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
 - g. Insurance shall contain no XCU exclusions or special endorsements.
 - h. Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials. In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity. To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

E. Errors and Omissions. Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

F. Exclusion of Contractor Claims. In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

H. Changes. When changes in the scope of work by written order or Change Orders cumulatively equal five percent (5%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Authority and Duties of City Representative. The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

B. Defective Work/Correction. Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

C. Contractor's Obligation Continues. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment.**

D. Disagreement. Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

E. Stop Work Orders. During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

F. Progress Meetings. Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

ARTICLE VII. PROJECT COMPLETION

A. Substantial Completion. "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

B. Final Inspection. Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

C. "As-Built" Drawings. Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. Final Cleanup. Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. Final Payment. Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D.

G. Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied**.

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City's employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.

3. **All notices to the City shall be addressed as follows:**

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

All notices to Contractor shall be addressed as follows:

Geroqe M. Likos
Chorba Contracting Corporation
3210 Creek Path Road
Guntersville, AL 35976

B. Capacity. Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.
3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.

5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to perform its obligations hereunder faithfully and fully.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment.

E. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

F. Force Majeure. Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

G. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

H. Non-Discrimination. Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement. Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

I. Fines and Penalties. The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor's operations.

J. Agreement Date, Counterparts. This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

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CHORBA CONTRACTING CORPORATION

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

§

S

COUNTY OF MADISON

S

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

CHORBA CONTRACTING CORPORATION

January 30, 2024

Mr. James Dyar
City of Madison
100 Hughes Rd.
Madison, AL 35758

Re: Trash Pandas Stadium Shower Area Renovations

James:

As requested, we submit the following proposal for work associated with shower area renovations. Our scope of work included is outlined as follows:

- Sawcut and removal of existing flake/epoxy floors for install of new floor drains at Officials, Visitors, and Coaches Locker Rooms.
- Pour and place concrete infill of slab at new drain locations.
- Diamond grind and apply new flake/epoxy finish to match existing shower floors at locations of new floor drains.
- Install new drainage system, connecting to existing sewer at nearest locations. Install new 40" long Zurn Z886-SVF trench drain with stainless steel top at Officials and Coaches Locker Room, and a 60" long Zurn Z886-SVF trench drain with stainless steel top at Visitors Locker Room.
- Protection of all work areas and final clean-up of all work areas.

Our total proposal as outlined above is \$65,176.00

Thank you for the opportunity to offer this proposal and please call if you have any questions regarding.

Chorba Contracting Corporation



George M. Likos
President

GML/dkh
Cc: file

RESOLUTION NO. 2024-066-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH NOLA VAN PEURSEM ARCHITECTS
FOR PROPOSED ANIMAL CONTROL BUILDING**

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 a proposed Animal Control Building, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth day of February in the year 2024

(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 Peurse Architects, P.C.
301 Jefferson Street North
Huntsville, Alabama 35801

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

City of Madison Animal Control Building
400 Celtic Drive
Madison, Alabama 35758

These services shall include architectural, civil, landscape, structural, mechanical, plumbing, and electrical design documents. The civil design shall be focused on the design of site and utility work within the area immediately adjacent to the 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:

(3B9ADA2C)

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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 per the sketch the owner furnished.

§ 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.)

Per sketch provided by owner, approximately 1,080 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.)

One Hundred Seventy Five Thousand Dollars (\$175,000.00).

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

.1 Design phase milestone dates, if any:

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Construction Package One Hundred Twenty (120) days

.2 Construction commencement date:

As soon as possible

.3 Substantial Completion date or dates:

Nine months after notice to proceed.

.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

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

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.2 Civil Engineer:

Jason Phillips
J.M Phillips Engineering, LLC
4950 Corporate Drive, Suite 135N
Huntsville, Alabama 35805
(256) 429-9150

.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:

N/A

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§ 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.

§ 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 provided 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.

§ 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.

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§ 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.

§ 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

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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,
- .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.

§ 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.

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§ 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Owner
§ 4.1.1.4 Existing facilities surveys	Architect/Owner
§ 4.1.1.5 Site evaluation and planning	Architect

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§ 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.)

4.1.1.4 Existing facilities surveys - Site topo and boundary survey (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.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is

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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

§ 4.1.3 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;
- .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 Twelve (12) 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, 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.

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§ 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 and the value of in-kind services performed based on any design provided by this scope of work.

§ 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 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 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.

§ 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.

§ 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

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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:

One Thousand Dollars (\$1,000.00)

§ 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.

§ 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)

N/A

- .2 Percentage Basis
(Insert percentage value)

Init.

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User Notes:

(3B9ADA2C)

Nine percent (9) % 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.)

N/A

§ 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	%)

§ 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.)

Init.

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.

§ 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.)

☐ 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 11:52:15 ET on 02/21/2024.

PAGE 1

AGREEMENT made as of the Nineteenth day of February in the year 2024

...

City of Madison
100 Hughes Road
Madison, Alabama 35758

...

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

...

City of Madison Animal Control Building
400 Celtic Drive
Madison, Alabama 35758

These services shall include architectural, civil, landscape, structural, mechanical, plumbing, and electrical design documents. The civil design shall be focused on the design of site and utility work within the area immediately adjacent to the building.

PAGE 2

Owner shall provide a program for the various spaces of the building per the sketch the owner furnished.

...

Per sketch provided by owner, approximately 1,080 square feet.

...

One Hundred Seventy Five Thousand Dollars (\$175,000.00).

PAGE 3

Construction Package One Hundred Twenty (120) days

...

As soon as possible

...

Nine months after notice to proceed.

...

Competitive Bid

...

N/A

...

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

...

N/A

...

TBD

...

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

PAGE 4

Jason Phillips

...

J.M Phillips Engineering, LLC

...

4950 Corporate Drive, Suite 135N

...

Huntsville, Alabama 35805

...

(256) 429-9150

...

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

...

N/A

PAGE 5

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>

4.1.1.4 Existing facilities surveys - Site topo and boundary survey (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

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Twelve (12) 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 and the value of in-kind services performed based on any design provided by this scope of work.

PAGE 18

[X] Litigation in a court of competent jurisdiction

PAGE 19

Zero

...

One Thousand Dollars (\$1,000.00)

PAGE 20

N/A

PAGE 21

Nine percent (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

N/A

...

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 Arcitect</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.

...

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.

...

§ 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.

PAGE 23

§ 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 11:52:15 ET on 02/21/2024 under Order No. 2114505233 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)

RESOLUTION NO. 2024-052-R**A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM
OF UNDERSTANDING WITH KULTURECITY**

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 Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Understanding," with KultureCity, a nonprofit organization on sensory accessibility and acceptance for those with invisible disabilities, offering to provide the Madison Police Department with online training;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF UNDERSTANDING

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the **“Agreement”**) is entered into on February 27, 2024 (the **“Effective Date”**), by and between KultureCity, with an address of 732 Montgomery Highway, PMB 392 | Vestavia Hills, AL 35216 (hereinafter referred to as **“KultureCity”**), and the City of Madison, AL with an address of 100 Hughes Road, Madison, AL 35758 (hereinafter referred to as **“Organization”**) (collectively referred to as the **“Parties”**).

PURPOSE

- This Agreement is entered into for the following reasons:
 1. The mission of KultureCity sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with sensory issues, to include individuals with autism, post-traumatic stress disorder, Parkinson’s, obsessive compulsive disorder, attention deficit hyperactivity disorder and others. KultureCity® creates a sensory inclusive organization which, unlike sensory friendly events, does not limit a user’s accessibility to a certain time or location.
 2. Partnership is valid for 3 years with the option to renew again after 3 years

RESPONSIBILITIES OF THE PARTIES

1. KultureCity to provide:
 - a. Online training, testing and certification staff
 - b. Yearly online recertification training
 - c. Access to administration portal
 - d. Ship sensory bags upon 50% trained and payment received
 - e. KultureCity® mobile app and website integration
 - f. Assistance with website content for launch and "social story"
 - g. Organization will be designated as Sensory Inclusive™ upon proof of 50% staff training completion and completion of approved social story
2. Organization will:
 - a. Train 50% of staff every other year
 - b. send social story pictures to build onto the KultureCity app

COST

- All cost in USD
- \$1000 / year for training – covered by KultureCity
- sensory bags \$30/bag + \$3/bag packing fee - covered by Cade Noah Act

INTELLECTUAL PROPERTY

KultureCity® is the sole owner of registered trademarks and copyrighted training materials which remain the sole property of KultureCity®. During the term of this Agreement, Recipient agrees to use such intellectual property only as approved by KultureCity® and agrees to remove or return all KultureCity® branded advertising or training items immediately upon termination of the Agreement. Recipient may not use any KultureCity® signage, branding, training materials, sensory bags or KultureCity® intellectual property following termination, for any reason, of this agreement. Should Recipient fail to promptly remove or return all items, Provider shall be entitled to injunctive relief.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: Paul Finley, Mayor	Name:_____
Signature:_____	Signature:_____
Date: February _____, 2024	Date:_____

Total # of officers: _____
Total # of vehicles: _____

RESOLUTION NO. 2024-056-R

**A RESOLUTION AUTHORIZING A MEMORANDUM OF
UNDERSTANDING FOR PARTICIPATION IN THE
ALEA DRUG TASK FORCE**

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 Memorandum of Understanding ("MOU"), which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Intergovernmental and Interagency Understand," with the Alabama Law Enforcement Agency State Bureau of Investigation and the other participating state and local agencies to memorialize and certify that investigators from each of these agencies have agreed to work together as the Drug Enforcement Task Force to enforce the controlled substance laws of the State of Alabama; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached MOU and the renewed MOU for the upcoming year, and, except for the extension or cancellation of the MOU and the extension authorized in this resolution, the Mayor or his designee shall be hereby authorized for the entire term thereof to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

ALABAMA DRUG ENFORCEMENT TASK FORCE

A. Memorandum of Understanding

B. Regional Divisions Chart

C. Organizational Chart

D. By-Laws

ALABAMA DRUG ENFORCEMENT TASK FORCE
MEMORANDUM OF
INTERGOVERNMENTAL AND INTERAGENCY UNDERSTANDING
Effective: October 1, 2023

I. Purpose

The parties to this agreement share a mutual interest and responsibility in combating the illicit drug trade within the State of Alabama. In advancement of this shared goal, the Alabama Law Enforcement Agency State Bureau of Investigation (ALEA SBI) agrees to remain a party to the multi-jurisdictional drug task force comprised of members of the ALEA SBI, and other participating state and local agencies known as the Alabama Drug Enforcement Task Force (ADETF). This agreement further establishes a general agreement on operational and administrative responsibilities and defines the expectations of ALEA SBI and current or future local agency participants for the duration of this agreement.

II. Goals and Objectives

In a comprehensive effort to eliminate illegal narcotics and attempt to reduce the incidents of drug related violent crime, ALEA SBI and other participating state and local agencies have each authorized the joint submission of an application for funding under the 2024 fiscal year Drug Control and System Improvement Formula Grant Program also identified as the Byrne/JAG Grant. This proposal will continue to fund the ADETF. The goal of the ADETF is to facilitate the investigation, arrest, prosecution, and conviction of drug and drug related violent offenders whose illicit activities impact the collective jurisdictions within Alabama.

The parties acknowledge the multi-jurisdictional ADETF has been formed and will continue for the purpose of investigating and prosecuting persons involved in the illegal distribution of narcotics and drug related violent crimes. Investigations initiated by the ADETF will be conducted in accordance with the laws and regulations of the State of Alabama and the policies of the ADETF.

The parties agree to discuss the scope and direction of the ADETF at regular intervals and as needed. The interests of the parties will be fully considered in determining any amendments to this agreement. ALEA SBI and participating local authorities agree to use reasonable efforts to accomplish the following Goals and Objectives of this agreement:

A. The parties agree to:

1. support the accomplishment of the mission and goals of the ADETF;
2. share resources and expertise to support efforts of the ADETF and its stated mission;
3. adopt the seven (7) regional division boundaries currently established for use by the Alabama Emergency Management Agency and ALEA SBI as the regional division boundaries for the ADETF;
4. work as a singular unit, in a unified manner, to identify and develop best practices in the field of narcotics enforcement and to implement those best practices in the investigation and prosecution of illicit narcotics organizations and narcotics related violent crimes; and
5. acknowledge that this agreement constitutes support for joint enforcement actions by ALEA SBI and participating local authorities within the identified areas of operation of the State of Alabama.

III. Participating Agency Responsibilities

ALEA is an agency of the State of Alabama created pursuant to Title 41, Chapter 27 of the Code of Alabama 1975. The Director of SBI is appointed under the authority of § 41-27-5 (b), Ala. Code 1975. The ALEA SBI has state-wide jurisdiction in the field of narcotics enforcement within the State of Alabama.

ALEA SBI will:

1. provide a designee, appointed by the Director of ALEA SBI, to serve as the Task Force Commander in an administrative role;
2. provide ALEA SBI supervisory personnel to serve as Regional Commanders in operational and administrative roles;
3. provide administrative support for the ADETF in the form of an Administrative Assistant employed by ALEA;
4. host and administer, within budgetary constraints, a case management/ intelligence sharing system for the benefit of the ADETF;

5. make reasonable efforts, within budgetary constraints, to assign ALEA SBI Special Agents as ADETF Agents under the direction of the assigned ALEA SBI Regional Commander;
6. provide access to an Intelligence Analyst with the Alabama Fusion Center and other ALEA resources, such as tactical support, aviation, explosive/ordnance disposal, etc., within budgetary constraints, to assist with ADETF investigations/operations and to provide intelligence support to participating agencies as needed; and
7. credential as ADETF Agents each local agent assigned to the ADETF provided that the member meets the following criteria:
 - a. APOSTC¹ certified, and
 - b. current assignment as a criminal investigator, preferably within narcotics investigations and preferably not in an upper management position, with a law enforcement or regulatory agency.

Participating Local Authorities will:

1. provide suitable office space and storage necessary for the ADETF, within budgetary restraints and with Regional Control Board approval, and agree grant or seizure funds awarded to the ADETF may be used for rental and operational costs;
2. provide APOSTC certified law enforcement officers to serve as task force agents operating under the general supervision of the ADETF with statewide authority of ALEA SBI; local officers' current assignment within their agency shall be narcotics investigations or some type of investigations role;
3. propose an APOSTC certified law enforcement officer as a candidate for a Regional Deputy Commander position for consideration by a selection committee, consisting of the ADETF Task Force Commander, the appropriate Regional Commander, and the appropriate Regional Control Board, which will make the final selections for these positions;
4. provide a letter of assignment for each certified law enforcement officer participating in the ADETF, which states the candidate is in good standing with the parent agency and possesses current APOSTC Certification;
5. serve as regional grant recipients/administrators for the purpose of funding of the ADETF initiative, as needed;

¹ Alabama Peace Officers' Standards and Training Commission

6. provide heads of local agencies with ADETF members, or their designees, to participate as members of a Regional Control Board to serve as a reviewing body for the designated region within the ADETF; and
7. participate in no less than twelve ADETF investigations per fiscal year; the participation will include manpower and resources that provide a substantial contribution to the ADETF investigation. ADETF investigations include investigations occurring outside a task force officer's original jurisdiction; investigations which may originate within the task force officer's original jurisdiction but cross into another jurisdiction; investigations utilizing ADETF personnel; and investigations initiated/conducted by local law enforcement entities which utilize ALEA SBI resources or require assistance from ALEA SBI.

IV. Particulars

For the purpose of general management and operation of the ADETF, the participants hereby agree to the following provisions.

1. The ADETF Executive Board will recommend and the Alabama Department of Economic and Community Affairs (ADECA) will select from the participating agencies within a region, a local agency to serve as the applicant and award recipient for grant funds utilized by the ADETF. Each local agency selected will provide a "Grant Administrator" who will be responsible for grant management. All financial records and grant documentation will be generated and maintained by each regional Grant Administrator. Responsibility for assuring compliance with grant program regulations and applicable local, state and federal laws is the responsibility of the Grant Administrator. Participating agencies may elect not to receive ADECA grant funds and shall provide written notice of such election to the ADETF Executive Board. Once a participating agency elects not to receive grant funds, no change may be made regarding the receipt of grant funds for that fiscal year. Any request for change in grant fund recipient status must be submitted in writing to the ADETF Executive Board and may only be submitted between August 1 through October 1.
2. All cash revenues received as a result of forfeitures and/or condemnations initiated by the ADETF shall be disbursed as follows:
 - a. Each regional ADETF shall retain 50% of all forfeited and/or condemned proceeds resulting from seizures based within its respective region after

applicable court/advertisement/legal costs are paid. These funds will be expended for operations cost and equipment purchases;

- b. The remaining 50% of all forfeited and/or condemned proceeds will be divided among participating agencies in the following manner: 10% to the primary case agent's parent agency, and the remaining 40% split pro rata between each participating ADETF agency within the applicable region;
- c. A quarterly accounting of all state forfeited proceeds will be kept by the designated grant administrator(s) and sent to ADECA for review and distribution of proceeds. Each regional ADETF will provide forfeiture documentation to each regional member governing authority for accounting purposes only. All retained funds and property forfeited to the regional ADETF will be utilized for the continuation of ADETF projects as stipulated by state law and any applicable federal guidelines.
- d. All forfeited vehicles retained by the regional ADETF will be titled to the primary case agent's parent agency for insurance purposes. Once said vehicles or other seized properties are disposed of by way of sale or auction, the proceeds shall be retained by the regional ADETF and distributed as outlined above.
- e. In instances where the regional ADETF assists with an investigation initiated and investigated independently by any agency, the Regional ADETF Commander and the affected agency head will reach an agreement as to the fair distribution of forfeitures based on each agency's involvement in the investigation. This may be conducted on a per incident basis or in the form of a written interdepartmental agreement between the Regional ADETF Commander and the affected agency.
- f. Forfeited funds, as outlined in Section 2a, will be distributed among all eligible local participating law enforcement agencies. Eligible agencies are defined as those agencies providing personnel to the ADETF. The distribution will be based upon equal shares to all eligible participating agencies assigned to the Regional ADETF during the fiscal year in which the forfeiture funds are generated.

Example:

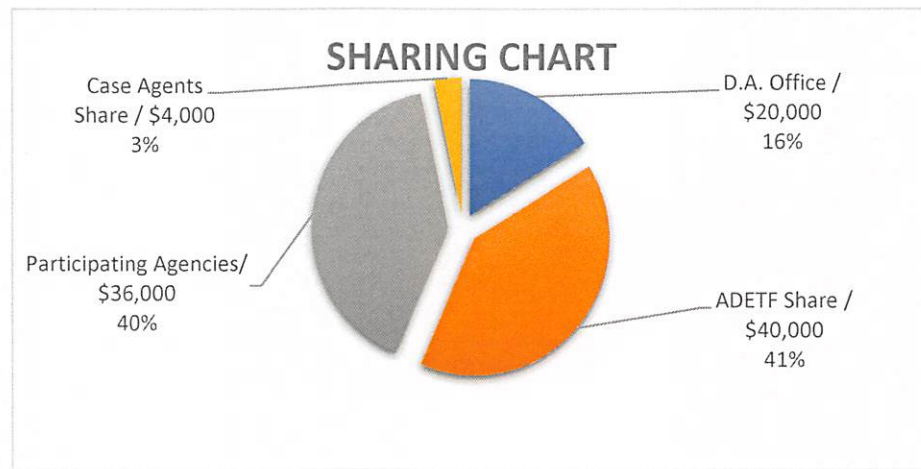
\$100,000	U.S.	Currency	Seizure
Local D.A. Office	Share (20%):	100,000-20,000	= \$80,000

remaining

Regional ADETF Share (50%): $80,000 - 40,000 = \$40,000$ remaining

Case Agent's Agency Share (10%): $40,000 - 4,000 = \$36,000$ remaining

Participating Agency Shares: $36,000 / 5 = \$7,200$ per agency



g. With the exception of the original participating agencies in the ADETF during the initial fiscal year of operations, participating agencies having personnel assigned for less than twelve (12) consecutive months are not eligible to receive any disbursement unless the case is originated by an agent assigned to the ADETF for less than 12 consecutive months. After twelve (12) consecutive months with assigned personnel, member agencies will receive pro rata shares of forfeited funds.

h. In cases where the ADETF assists federal agencies and an agreement is made to include the ADETF in the DOJ asset sharing system, the local agency set up as the local regional fiduciary for the ADETF will be the awardee in the DOJ system. Any assets awarded will be placed in the regional ADETF accounts to be used and shared as outlined in this agreement.

3. Operational policies of the ADETF will adhere to ALEA SBI policy and procedures, except as otherwise stated in this agreement.
4. The ADETF Executive Board will be comprised of the chairperson or other designee elected from each Regional Control Board. The ADETF Executive Board will meet every six months and will record and maintain written minutes of its meetings.

5. The ADETF Regional Commander will serve as the assistant chair of each Regional Control Board. The Regional Control Board chairperson will be elected from its own members. The Regional Control Board will also elect a member to serve on the Executive Board.
6. Standard Operating Procedures/Directives governing activities of ADETF Regional Divisions will be adopted pursuant this agreement.
7. Bylaws governing general operational guidelines for ADETF Regional Divisions will be adopted pursuant this agreement. The bylaws will include at minimum:
 - a. a statement of purpose;
 - b. an identification of member agencies;
 - c. the purpose, function, and make-up of the Regional Control Boards;
 - d. the identification, selection, and duties of the Regional Commander and the Deputy Commander(s);
 - e. procedures governing the selection, training, and drug testing of ADETF personnel;
 - f. the identification of area of operations and responsibilities; and
 - g. a procedure to identify, select, and prioritize investigative targets.
8. All personnel assigned to the ADETF will be APOSTC certified and meet or exceed the minimum criteria of an ALEA SBI Special Agent, outlined in section III.7, and the minimum qualifications established by the ADETF Executive Board. Personnel seeking assignment to the ADETF will be disqualified for the following:
 - a. prior convictions for felonies and/or misdemeanors of a high and aggravated nature, to include domestic violence;
 - b. illegal use of any controlled substance as defined under Alabama law;
 - c. use of marijuana during the past five (5) years or during the time of employment with a law enforcement agency;
 - d. failure to maintain APOSTC qualifications/standards;
 - e. failure to submit to and pass a drug screen;

- f. failure to meet certain financial obligations as determined in an ADETF background investigation; and
 - g. certain derogatory information discovered as a result of an ADETF background investigation.
- 9. All ADETF personnel will attend training sessions as required by the Regional Task Force Commander and/or the Regional Control Board unless exempted by the Regional Commander based on an assessment of experience.
- 10. Participating local agencies hereby agree that personnel assigned to the ADETF as Task Force Agents will be committed to the ADETF no less than one year unless released as a result of disciplinary action or by joint agreement of the ADETF Regional Commander and the Regional Control Board.
- 11. The ADETF will make every effort to coordinate its enforcement efforts with local law enforcement agencies, all District Attorneys from the affected regions, authorized state law enforcement agencies, and federal law enforcement agencies.
- 12. The Task Force Commander will ensure that ADETF personnel are credentialed as ADETF Agents for the State of Alabama prior to initiating any law enforcement efforts outside of their parent agency's jurisdiction. Each parent agency will provide proof of full liability insurance coverage for each ADETF assigned agent. Said liability insurance coverage will insure that when conducting law enforcement activities outside the jurisdictional boundaries of their employing agencies, agents are covered through an active policy maintained by their parent agency. This liability insurance shall at all times remain the responsibility of the parent agency. A current copy of the liability insurance will be kept on file with the Regional Grant Administrator and a copy forwarded to the Task Force Commander. Each agency shall submit a current copy of their liability insurance every fiscal year. All liability arising from a local law enforcement officer's actions during a law enforcement duty or event will be the responsibility of the officer's parent agency.
- 13. Each ADETF agent shall remain at all times an employee and agent of his or her parent agency. Each ADETF agent shall be subject to all disciplinary procedures as provided by their parent agency.
- 14. ADETF personnel will comply with the drug testing policies of their parent agencies in addition to random drug testing provided by the ADETF.
- 15. Investigative actions may be carried out by assigned ADETF agents in areas located outside the participating Regional Control Board members' jurisdictions. When

operating outside of their respective jurisdictions, ADETF agents will do so only with the knowledge and consent of all impacted Regional Task Force Commanders.

16. This agreement commences October 1, 2023, and will continue until such time the ADETF is deemed non-viable by the stipulations of this agreement. ALEA SBI agrees to participate as outlined above until such time the ADETF is dissolved by a unanimous vote of the Executive Board or the ADETF is no longer viable. The ADETF will be considered viable as long as no less than two local agencies participate through the assigning of at least one full time agent. Should the ADETF be dissolved, all grant purchased ADETF assets will be equally divided among current participating agencies utilizing the same division formula outlined in section IV.2. (distribution of excess forfeited funds). Remaining cash forfeiture balances will be distributed in the same manner. Agencies that withdraw from ADETF participation while the ADETF remains viable relinquish all claim and rights to ADETF assets. Property purchased by each agency with its funds shall remain with the purchasing agency, excluding ADETF badges and credentials. Property purchased for ADETF use will remain the property of the ADETF.

This agreement has been considered, voted on, adopted and approved by the following which also agree that it is subject to revision as deemed appropriate by the Executive Board members and the ALEA SBI.

REGION A

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REGION B

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REGION C

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REGION D

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REGION E

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REGION F

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REGION G

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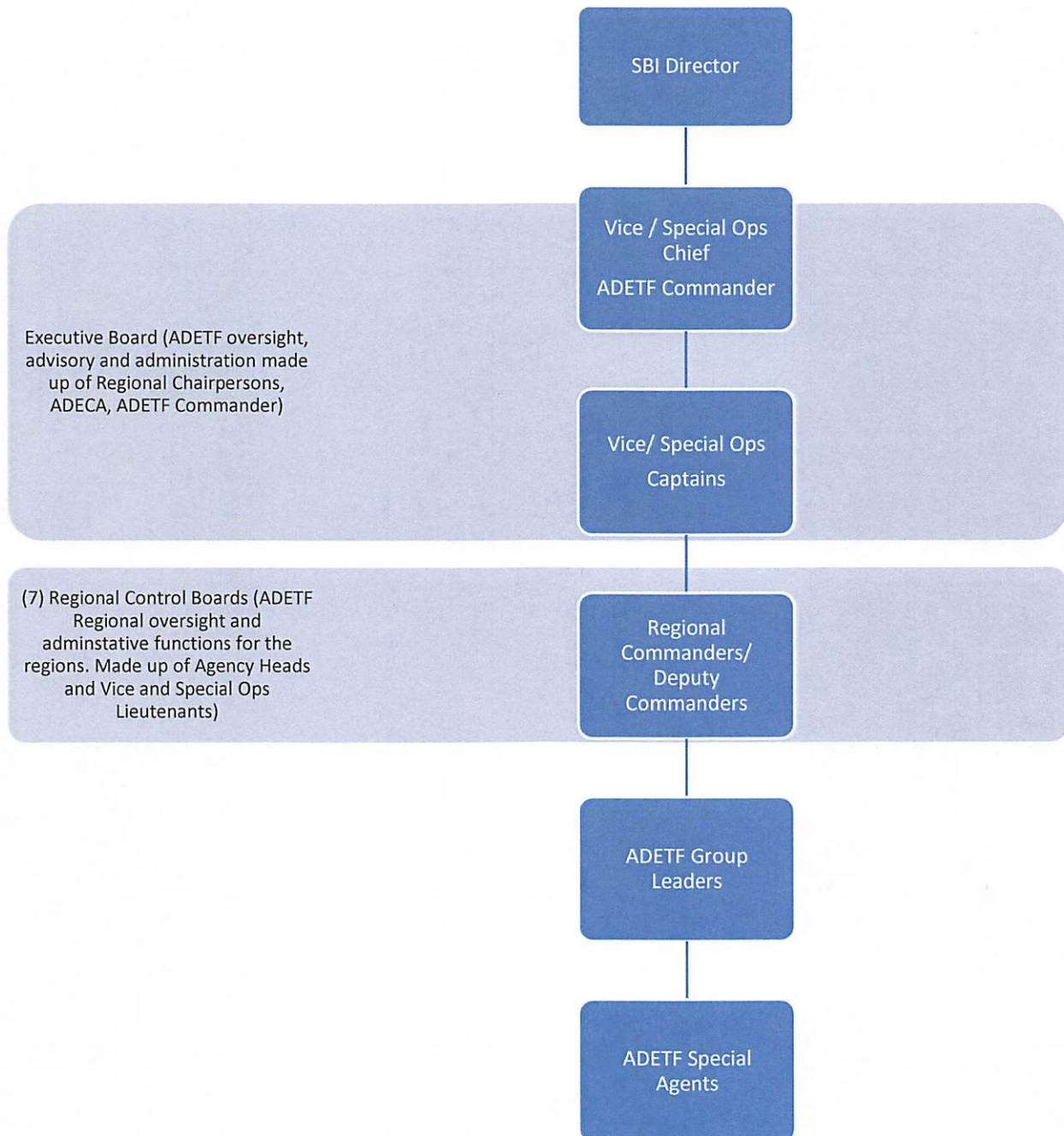
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Regional Divisions Chart



ADETF Organization Chart



**ALABAMA DRUG ENFORCEMENT TASK FORCE
(ADETF)**

BYLAWS

October 1, 2023 – September 30, 2024

SECTION 1 - PURPOSE

The purpose of the ADETF shall be as set out below:

- A. To identify, investigate, and prosecute persons and organizations that are committing drug trafficking crimes anywhere within the jurisdictions of the member agencies and the State of Alabama.
- B. To reduce problems and complications associated with the investigation and prosecution of drug related crimes that cross jurisdictional lines.
- C. To have and provide a well-trained workforce sufficient in number of personnel to investigate, as a single unit, a major drug trafficking operation, or to conduct several smaller investigations simultaneously.
- D. To establish and maintain a workforce, properly equipped, and experienced in conducting criminal investigations by identifying individuals and organizations that are engaged in the various levels and types of drug related crimes within the ADETF area of responsibility.
- E. To provide essential and specialized training and experience to the personnel assigned to the ADETF.
- F. To provide a mechanism for member agencies to exchange ideas, tactics, and practices regarding drug enforcement and related violent crimes.
- G. To provide a source of equipment and technical capabilities not otherwise readily available to the individual member agencies.
- H. To aggressively address drug related violent crimes within the established boundaries of the ADETF.

SECTION 2 - MEMBER AGENCIES

The participating member agencies of the ADETF agree to participate by contributing personnel, equipment, and/or funds, according to requirements that shall be established occasionally by the ADETF Executive Board.

Other law enforcement agencies with enforcement responsibilities or jurisdiction within the defined territory of the ADETF unit may later be approved as participating agencies by the appropriate ADETF Regional Board.

Participating agencies are defined as those having personnel assigned to the ADETF and also contribute funds, equipment, or personnel salaries towards the operational cost of the unit equating to no less than \$10,000 in value. Participating agency heads will serve as Regional Control Board members and receive voting privileges.

Non-participating agencies - The Regional Control Boards shall have the authority to grant law enforcement agency heads within the area of operations the right to participate as non-voting members of the Regional Control Boards. Non-voting members may only serve in an advisory capacity to the Regional Control Board and shall have no voting privileges in matters before the Board. Non-participating agencies are defined as those agencies that do not have personnel assigned to the ADETF nor contribute funds/equipment for ADETF operations that exceed \$10,000 in value.

Agencies seeking to participate as member agencies of the ADETF may apply and submit task force agent recommendations for consideration only between August 1 through October 1. Agencies seeking to participate as member agencies of the ADETF must accept and agree to all stipulations outlined in the Memorandum of Understanding governing the ADETF. In addition, agencies seeking to participate must have a majority support of the Regional Control Board via formalized vote. New member agencies will be accepted on a probationary basis for a period of twelve months during which they may be removed as members with a majority vote of the Regional Control Board.

SECTION 3 - EXECUTIVE BOARD

The ADETF shall have an Executive Board, which functions as an active advisory board for the Regional Control Boards.

A. PURPOSE OF THE EXECUTIVE BOARD

The purpose of the Executive Board shall be as follows.

1. To act as a governing body for the purpose of oversight and policy-setting for the ADETF including its Regional Divisions. The Executive Board shall by 2/3rds majority approve the ADETF's Standard Operating Procedures (SOP).

2. To provide a forum for discussion of common problems and opportunities experienced the ADETF Regional Divisions.
3. To identify narcotics related trends on a state-wide level and discuss strategies to combat these issues.
4. Upon request of a Regional Control Board, to review and provide authorization of funds spent from the regional reserve funds.

B. EXECUTIVE BOARD MEMBERSHIP

The ADETF Executive Board shall consist of the chair of each Regional Control Board or the Regional Control Board member elected by the Regional Control Board to serve on the Executive Board along with the Task Force Commander and a member of ADECA. Executive Board Members shall remain as long as they are the chair or duly elected as the Executive Board Member of their regional board.

C. EXECUTIVE BOARD OFFICERS

Officers of the Executive Board shall consist of the Chair and Vice-Chair. The Chair and Vice-Chair of the Executive Board shall be elected by a majority vote of the Executive Board membership. Officers so chosen shall serve for a one-year term or until their successors have been duly elected by the Executive Board membership. The duties of said officers shall be as follows:

1. The Chair of the Executive Board shall be the chief officer of the organization and shall preside at all meetings of the Executive Board. The Chair, subject to the approval of the Executive Board, shall appoint members and chairpersons of committees, as the need arises.
2. The Vice-Chair of the Executive Board shall preside at any meetings of the Executive Board in the absence of the Chair and, in such cases, shall have all the responsibilities and perform all the duties of the Chair. The Vice-Chair shall have and perform such other duties and functions as may be assigned by the Chair of the Executive Board.

D. MEETINGS OF THE EXECUTIVE BOARD

1. The Executive Board shall meet every six months, the date, time, and location of each meeting to be determined and scheduled by the Vice-Chair. A schedule for the regular meetings shall be provided to each Executive Board Member. Changes in the meeting schedule shall be communicated to each Executive Board Member in a timely manner.

2. Special meetings of the Executive Board may be called by the Chair or Vice-Chair, as the need arises. All members of the Executive Board must be notified of special meetings in a timely manner.
3. A majority of voting members of the Executive Board shall constitute a quorum for the transaction of business at any meeting of the Executive Board. The presence of less than a quorum may cause the meeting to be adjourned until such time as a quorum can be assembled. Regarding quorums for official business, the Executive Board will attempt to have a consensus in all matters considered and relating to the ADETF. However, when a consensus is not evident, decisions will be by formal motions, seconds, and a vote of the Executive Board. To pass, a motion must have a majority vote of those members present.
4. Each member of the Executive Board is entitled to one vote in the transaction of business at any meeting of the Executive Board.
5. In the case of a tie vote, the motion may be tabled for discussion at the next scheduled meeting of the Executive Board. In rare situations when a motion cannot be delayed for future consideration, Executive Board members present will attempt to adopt a consensus position. If a tie cannot be broken, the ALEA SBI Director or his designee will cast the tie breaking vote. If an Executive Board member cannot be present during a vote, that member may present his/her vote in proxy by written and signed notification.
6. The Chair of the Executive Board will ensure minutes are kept at all meetings of the Executive Board and distribute copies to all members of the Executive Board. Minutes from prior meetings must be accepted by majority vote prior to discussing new business.
7. The Chair of the Executive Board will ensure an agenda is prepared for each regularly scheduled meeting of the Executive Board and distribute copies to the members of the Executive Board.

E. DUTIES AND POWERS OF THE EXECUTIVE BOARD

The Executive Board shall have the following duties and powers.

1. Identify state-wide drug trends and issues affecting the State of Alabama and adopt a unified approach to combat these problems.
2. Adopt a unified SOP for all ADETF Regional Divisions.
3. Establish, review, and amend, as necessary, applicable bylaws, and standard operating procedures.

4. Assist in dispute resolutions between Regional Control Boards and participating and non-participating agencies.
5. Authorize expenditures from Regional Division fund accounts when a dispute exists.

SECTION 4- REGIONAL CONTROL BOARDS

The ADETF shall have one Regional Control Board per ADETF Regional Division, which shall function as an active advisory board for the ADETF Regional Division it serves.

A. PURPOSE OF THE REGIONAL CONTROL BOARDS

The purpose of the Regional Control Boards shall be as follows.

1. Act as a governing body providing oversight, establishing policy for its Regional Division, and operating with financial assistance as available from ADECA.
2. Provide a forum for discussion of common problems and opportunities experienced by its regional member agencies and their personnel.
3. Provide direction to the Regional Commander regarding drug enforcement needs and priorities within its representative communities and the State of Alabama.

B. REGIONAL CONTROL BOARDS MEMBERSHIP

1. Each ADETF Regional Control Board shall consist of the executive heads of the member agencies, or their designees, from each participating agency in the respective region. The Regional Commander shall serve as the member representing ALEA SBI. Membership of each Regional Board shall include each participating Sheriff and Chief of Police. In addition, the Regional SBI Vice-Special Operations Lieutenant will serve as a Control Board Member as outlined in the MOU. Regional Control Board Members shall remain as long as they have assigned personnel to the ADETF. In addition, the Regional Control Board may, by a majority vote, allow other law enforcement executives to become members of the Regional Control Board. Non-participating agency Regional Control Board Members may, by a majority vote be removed from the Regional Control Board.
2. A Regional Control Board member may be terminated after having missed three consecutive meetings without sending a designee or an acceptable written explanation submitted to the Chair of the Regional Control Board for approval. The agency represented by the terminated member will be asked to designate a new representative. If a new representative is not appointed within a three-month period, the agency may be removed from the ADETF with a 2/3rd majority vote of the Regional Control

Board.

3. Regional Control Board members whom do not comply with the intent of the MOU or Bylaws governing the ADETF are subject to removal from the ADETF with a 2/3rd majority vote from the remaining Regional Control Board members. Members will not be removed without written notice outlining the issues of non-compliance and granted thirty days to address those issues to the satisfaction of the remainder of the Regional Control Board.

C. REGIONAL CONTROL BOARDS OFFICERS

1. Officers of the Regional Control Boards shall consist of a Chair and a Vice-Chair. The Chair shall be one of its own members elected by a majority vote of the Regional Control Board membership. Officers so chosen shall serve for a one-year term, or until they resign, if less than a year, or until their successors have been duly elected by the Regional Control Board membership. The assigned Regional Commander shall serve as the Vice-Chair. The duties of said officers shall be as follows:
 - a. The Chair of the Regional Control Board shall be the chief officer of the organization and shall preside at all meetings of the Regional Control Board. The Chair, subject to the approval of the Regional Control Board, shall appoint members and chairpersons of committees, as the need arises.
 - b. The Vice-Chair of the Regional Control Board shall be the Regional SBI Vice-Special Operations Lieutenant and shall preside at any meetings of the Regional Control Board in the absence of the Chair and, in such cases, shall have all the responsibilities and perform all the duties of the Chair. The Vice-Chair shall have and perform such other duties and functions as may be assigned by the Chair of the Regional Control Board.

D. MEETINGS OF THE REGIONAL CONTROL BOARDS

1. The Regional Control Boards shall meet no less than quarterly, the date, time, and location of each meeting to be determined and scheduled by the Vice-Chair. A schedule for the regular meetings shall be provided to each Regional Control Board Member. Changes in the meeting schedule shall be communicated to each Regional Control Board member in a timely manner.
2. Special meetings of the Regional Control Board may be called by the Chair or Vice-Chair, as the need arises. All members of the Regional Control Board must be notified of special meetings in a timely manner.
3. A majority of voting members of the Regional Control Board shall constitute a quorum for the transaction of business at any meeting of the Regional Control Board. The

presence of less than a quorum may cause the meeting to be adjourned until such time as a quorum can be assembled. Regarding quorums for official business, the Regional Control Board will attempt to have a consensus in all matters considered and relating to the ADETF. However, when a consensus is not evident, decisions will be by formal motions, seconds, and a vote of the board. To pass, a motion must have a majority vote of those members present.

4. Each a participating agency board member is entitled to one vote in the transaction of business at any meeting of the Regional Control Board.
5. In the case of a tie vote, the motion may be tabled for discussion at the next scheduled meeting of the Regional Control Board. In rare situations when a motion cannot be delayed for future consideration, Regional Control Board members present will attempt to adopt a consensus position. If a tie cannot be broken the ADETF Task Force Commander or his designee will cast the tie breaking vote. If a Regional Control Board member cannot be present during a vote, that member may present his/her vote in proxy by written and signed notification.
6. The Chair of the Regional Control Board shall cause minutes to be kept at all meetings of the Regional Control Board and distribute copies to the members of the Regional Control Board. Minutes from prior meetings must be accepted by majority vote prior to discussing new business.
7. The Chair of the Regional Control Board shall cause an agenda to be prepared for each regularly scheduled meeting of the Regional Control Board and distribute copies to the members of the Regional Control Board.

E. DUTIES AND POWERS OF THE REGIONAL CONTROL BOARDS

The Regional Control Boards shall have the following duties and powers.

1. Provide direction to the Regional Commander by setting goals and objectives for its respective Regional Division.
2. Assist in the resolution of operational problems encountered by the Regional Commander.
3. Review and adopt an operating budget, assist in the filing for grant funds from federal and state agencies, and expedite the paperwork in these matters through local governmental entities.

AMENDMENTS TO THE BYLAWS

Amendments to the Bylaws shall be made by recommendation to the Executive Board Chair upon a majority vote of the members of the Executive Board present and voting, at any meeting of the Executive Board at which a quorum is present. Amendments to the Bylaws require that advance notice of the proposed amendment(s) is communicated to Executive Board members at least seven days prior to the meeting where said vote shall occur.

SECTION 5 - TASK FORCE COMMANDER

A. EXECUTIVE LEVEL COMMAND

The Director of ALEA SBI will appoint a Task Force Commander for the ADETF. The Task Force Commander shall:

1. Provide an executive level administrative assistant for the unit.
2. Report directly to the Executive Board on applicable administrative matters pertaining to the ADETF.
3. Provide day to day administrative supervision to Regional Commanders.
4. Ensure that all Regional Commanders comply with the directives established by the Executive Board.
5. Attend all Regional Control Board meetings and serve in an advisory position to the Regional Control Boards.

B. REGIONAL COMMANDER

The Director of ALEA SBI will appoint a Regional Commander for each ADETF Region. The Regional Commanders will perform duties as provided below.

1. Be of supervisory rank within ALEA SBI and as Commander of the Regional ADETF unit provide day to day administrative and operational supervision to the unit.
2. Report directly to the Regional Control Board and Task Force Commander on applicable administrative matters pertaining to the ADETF.
3. Prepare and submit monthly reports on budgets, inventories, PEPI expenditures, arrests, seizures, condemnations, and other related matters for the Regional Control

Board and the SBI. Regional Control Board Members should request any additional reports through its Chair who will forward the request to the Regional Commander.

4. Ensure that all ADETF agents comply with the operational directives established by the Regional Control Board and Executive Board.
5. Assist in training subordinate personnel in all areas of drug enforcement.
6. Divide his/her time as needed between day and evening operations to ensure satisfactory field supervision.
7. Designate a member of the ADETF to serve as Acting Commander in his/her absence (*i.e.*, vacation, military leave, sick leave). Any member designated as a supervisor by the Regional Commander, either temporarily or permanently, will conduct those tasks and duties outlined by the Regional Commander.
8. Furnish to the Task Force Commander and Regional Control Board an annual "Plan of Operation" for ADETF members. Regional plans of operation will remain on file at the SBI Director's office and may be viewed by members of the Regional Control Board at that location.
9. Assist with maintaining accurate work records, including over-time approval and annual performance evaluations, and distribute work records to member agencies having need of such reports.
10. Conduct at least one office meeting per month with assigned personnel for the purpose of disseminating information, issuing orders and directives, discussing operational strategies, reviewing and resolving current or anticipated problems, receiving input from unit members, and, in general, ensuring that the goals and objectives of the ADETF are being pursued. Minutes of these meeting will be kept on file at the SBI ADETF Office.
11. Appoint Group/Team Leaders from within personnel assigned to the Regional ADETF unit, if personnel meet or exceed six members. Group/Team Leaders will have the duties to serve as field managers and report to the Regional Commander and Regional Deputy Commander. Group/Team Leaders may be appointed from either ALEA SBI or local participating agency personnel. These positions will exist based upon the needs of the ADETF and will generally be occupied by senior task force members with exceptional operational skills. Responsibilities for the position of Group/Team Leader will be documented in the Regional Plan of Operation and/or Task Force Directive and may be modified by the Regional Commander as needed. Group Leaders are not formal management positions and as such will be considered additional job responsibilities for

ADETF agents serving in the position.

B. REGIONAL DEPUTY COMMANDER

Regional Deputy Commanders will be selected as outlined in the ADETF MOU and will assist in the day to day administrative and operational supervision to the unit. The Regional Deputy Commander will assist the Regional Commander in the day to day operations and report directly to the Regional Commander.

SECTION 6 - ASSIGNMENT OF TASK FORCE PERSONNEL

Each member agency will assign one or more sworn officers to part-time status on the ADETF with the following understanding:

1. Each officer assigned to the ADETF will carry the title of "Task Force Agent" and be issued the appropriate badge and credentials.
2. In order to be considered for selection as a Task Force Agent, each candidate must meet the criteria outlined earlier in the ADETF MOU and undergo a selection process and/or background investigation conducted by ALEA SBI prior to selection and assignment to the ADETF. Upon satisfactory conclusion of these requirements, the officer may be assigned to the ADETF. Candidates should meet ALEA SBI Special Agent Qualifications unless an exception is deemed necessary by the Executive Board and the Task Force Commander. Law Enforcement Officers assigned to ADETF will be part-time participants in the ADETF. Law Enforcement Officers assigned to ADETF must maintain good standing with APOSTC and with their parent agency participating in the ADETF. The ADETF Commander in conjunction with the Regional Control Board has final authority on the acceptance of a candidate as a Task Force Agent.
3. Task Force Agents shall work under the immediate supervision and direction of their Regional Commander on all ADETF operations. Task Force Agents shall adhere to the administrative policies and procedures of their parent agency while operating in their original jurisdiction. When a Task Force Agent is operating outside the jurisdiction of their parent agency, on behalf of ALEA SBI or the ADETF, all ALEA SBI prescribed policies and procedures shall be followed. Task Force Agents shall serve at the pleasure of the Executive Board and Task Force Commander when conducting ADETF assignments.
4. Each ADETF agent will have investigative and arrest powers within the State of

Alabama in criminal investigations involving illegal narcotics. ADETF agents will not have general arrest powers for crimes other than duties relating to narcotics enforcement in any jurisdiction other than that of their own parent agency unless authorized by the SBI.

5. If any officer is removed from the ADETF by the parent agency for any reason other than disciplinary matters, the member agency shall give a thirty-day written notice to the Regional Control Board, unless exigent circumstances exist.
6. Task Force Agents assigned to the ADETF are individually responsible for conforming to the rules, regulations, and policies of their parent agencies, as well as the ADETF. When a conflict between the parent agency's policies and ADETF policies arises, it should immediately be brought to the attention of the Regional Commander. The Regional Commander will address the issue with the Regional Control Board Member representing the agency involved and attempt to resolve the issue. If the Regional Commander and the affected Regional Control Board Member cannot resolve the issue it will be brought before the Executive Board for consideration and resolution.
7. Incidents requiring criminal investigation of ADETF employees will be referred to the appropriate SBI Regional Office for independent review. Minor infractions or policy violations will be investigated and addressed by the Regional Commander or his designee. If a Task Force Agent is within their parent agency's jurisdiction at the time of the infraction/policy violation, then the parent agency will conduct any internal reviews. However, the participating agency head may, in writing, request that SBI – Integrity conduct an internal review.
8. Disciplinary matters involving ADETF personnel, including incidences of inappropriate conduct and violations of policy and procedures, will first be addressed by the Regional Commander, who will then consult with the Regional Control Board Member representing the parent agency, in an effort to resolve the matter or determine appropriate disciplinary action. If the matter is not resolved the matter would then be brought before the Regional Control Board for consideration and resolution. In cases of severe policy/law violations the Regional Commander has the authority to immediately suspend an ADETF agent from all ADETF related operations. In such instances the suspended ADETF agent will surrender all task force equipment, credentials, and vehicle. The Regional Commander will immediately notify the ADETF Commander. All ADETF personnel who are placed on suspension will report to their parent agency until the matter can be addressed by the ADETF Executive Board. SBI reserves the right to revoke the credentials of any ADETF agent at any time, which would lead to the ADETF agent's removal from the ADETF. Nothing in

this provision shall serve to prohibit the parent agency from conducting its own integrity review or disciplinary review of an ADETF agent's conduct.

9. Parent agencies will furnish basic and essential supplies and equipment for ADETF agents assigned from their agencies, including weapons, body armor, ammunition, etc. Parent agencies will furnish the ADETF agent's vehicle, vehicle maintenance, fuel, and other vehicle operating expenses. When vehicles are provided by the ADETF, the parent agency will be responsible for repairs, fuel, and routine maintenance costs. ADETF vehicles will be insured through the grant recipient's agency. In certain instances, the ADETF may provide sworn personnel certain specialized equipment, weapons, or vehicles. The ADETF may assume responsibility for the cost/maintenance in these instances. ADETF agents utilizing resources from other member agencies that results in damage or loss, the ADETF agents' parent agency will be financially responsible for reimbursing the agency at loss, if the ADETF is not financially available to cover the loss.
10. ADETF agents shall follow their parent agency's policies relating to firearms and other weapons but will be required to meet additional restrictions/standards as outlined in ADETF Policy governing firearms.
11. The Executive Board will establish and implement a drug testing policy for ADETF Personnel. At minimum, each assigned ADETF agent will be subject to random drug tests.
12. ADETF agents involved in use of force incidents against a person, where the agent discharges a firearm, will submit to a post-incident drug and alcohol screening as soon as feasible.
13. ADETF agents will neither be assigned nor routinely operate ALEA-owned vehicles, though temporary operation of such vehicles by ADETF agents will be allowed when necessary to conduct investigatory operations.
14. ADETF agents driving assigned ADETF vehicles that are involved in motor vehicle accidents involving injuries will, at the Regional Commander's direction, submit to a drug and alcohol screening as soon as feasible. ADETF agents are required to notify the Regional Commander of all vehicle accidents involving ADETF vehicles immediately.

SECTION 7 - AREA OF OPERATION

The ADETF will investigate illegal narcotics violators and narcotics related violent crimes within the State of Alabama. The ADETF shall engage in the performance of its duties relating to the enforcement of drug crimes and other crimes perpetrated against the State of Alabama and its citizens. The ADETF will gather criminal intelligence data relating to violations thereof, throughout the State of Alabama. Whenever the ADETF is operating within any given municipality or county, whether a participating or non-participating agency, the Regional Commander, or his designee, shall to the extent feasible under the circumstances, maintain periodic contact with the Chief Law Enforcement Officer of that jurisdiction or a representative of the affected jurisdiction.

SECTION 8 - IDENTIFYING, SELECTING, PRIORITIZING CASES

The Regional Commanders will make every effort to coordinate, but will submit reports, oral or written as appropriate, as to procedures for case investigation (including the identification, selection, and prioritizing of cases) to the ADETF Commander upon his request. Each Regional Commander will coordinate all investigations that may impact other ADETF Regions or the SBI state-wide drug enforcement strategy with the ADETF Commander. Regional Control Board Members should recognize that the purpose of the ADETF is to promote a coordinated drug enforcement effort throughout the entire State of Alabama and to encourage maximum cooperation among the law enforcement agencies therein.

SECTION 9 - INTEGRITY OF CONFIDENTIAL INFORMATION

The ADETF Commander is responsible for fully explaining to all personnel under his supervision, the "right to know - need to know" principle regarding investigative and intelligence information. The integrity of information in both drug investigations and intelligence files will be strictly maintained. All case files and records will be secured and housed at the facilities designated by each Regional Control Board. Any ADETF personnel violating these principles will be subject to severe disciplinary action and/or reassignment away from the ADETF. However, these principles should not inhibit the free exchange of information between ADETF Agents and other agents/officers involved in joint investigations.

SECTION 10 - DIRECTIVES/POLICY AND PROCEDURES

Standard Operating Procedures/Directives governing activities of the ADETF will be adopted as provided by the governing ADETF MOU and will mirror those of ALEA SBI. In certain instances, ALEA SBI directives/SOP may be non-applicable or not readily adaptable to task force operations. In instances where ALEA SBI directives/SOP is in conflict with operational necessity of the ADETF, ADETF directives may be substituted with approval of the ADETF Commander and a majority vote of the Executive Board.

SECTION 11 -ADOPTION OF BY-LAWS

These bylaws shall become effective immediately upon adoption by the ADETF Executive Board.

RESOLUTION NO. 2024-023-R**A RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROFESSIONAL CONTRACTOR SERVICES WITH MIKE GENTLE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Mike Gentle for certain support services for the City of Madison Public Works Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Contractor Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the services precedent to payment have been satisfied, the Finance Director is hereby authorized to forward payment to Mike Gentle 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 26th day of February 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February, 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT for professional contractor services (“Agreement”) is made and entered into 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 Mike Gentle, 4425 Sullivan Street Apt. #1, Madison, Alabama 35758, hereinafter referred to as “Contractor.”

WHEREAS, Contractor, after serving in various positions with the City of Madison Public Works Department, retired from service in 2022; and

WHEREAS, the City’s Public Works Department will reduce costs and achieve more efficient operation by retaining the services of an experienced professional to assist with certain Public Works services; and

WHEREAS, Contractor is a unique provider of such services, and he possesses the experience and qualifications necessary to offer the same to the City; and

WHEREAS, City desires to avail itself of Contractor’s services, and Contractor desires to provide the same to City;

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

1. **SCOPE OF SERVICES:** In fulfillment of the terms of this Agreement, Contractor shall provide the following services on an as-needed basis as the Director of Public Works directs:
 - a. Special Event Coordinator
 - b. Weather Event Coordinator
 - c. Advanced Emergency Manager
 - d. FEMA Manager for Weather Related Events Reimbursement for the City
 - e. Inspector for ROW Mowing and Public Works Paving Projects
 - f. Inspector for Parks and Recreation Greenway Mowing
2. **PAYMENT FOR SERVICES; EFFECT ON RETIREMENT:** City agrees to pay, and Contractor agrees to accept, the sum of twenty two dollars (\$22.00) per hour for the services described in Section 1 of the Agreement.
 - a. Contractor shall not be compensated for meals, travel, or lodging expenses incurred in the execution of the terms of this Agreement without prior written approval of City, such approval to be given at the sole discretion of the Director of Public Works.

b. All taxes applicable to payments made to Contractor hereunder shall be the sole responsibility, obligation, and liability of Contractor.

c. Contractor shall invoice City monthly for the services performed, terms net thirty (30) days, and shall therein specifically describe the services performed by providing, at a minimum:

1. The date the services were rendered.
2. A short description of the services performed.
3. The hours required to perform such services.
4. Contractor shall submit each invoice not later than the fifth (5th) day of the month next following the month during which the services were rendered.
5. City may require the submission of additional information, details, and/or justification for any item on any invoice as a condition of payment.

d. Contractor hereby expressly accepts all responsibility for any impact, of whatever nature, this Agreement and the work performed hereunder may have on his eligibility for or receipt of retirement benefits of any kind.

e. Contractor's work performed pursuant to this Agreement shall comply with Employee Retirement System of Alabama ("ERS") regulations, as well as Act 2014-297. The parties acknowledge that it is Contractor's sole responsibility to monitor and comply with ERS rules in order to avoid a suspension of retirement benefits.

3. ENTIRE AGREEMENT; NON-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 City and Contractor. This Agreement supersedes all other agreements, whether oral or written, which may have previously existed between the parties.

4. EFFECTIVE DATE; TERM

This Agreement shall become effective at the opening of business on February 27th, 2024, and shall expire at the close of business on February 27th, 2025.

5. TERMINATION

a. Either party may terminate this Agreement with or without cause upon twenty four (24) hours' written notice to the other party.

b. Termination of the Agreement by either party shall not entitle the other party to any termination or severance compensation or to any payment for any good will established by either party during the term of this Agreement or render either party liable for damages as a result of the loss of prospective profits or of expenditures, investments, or obligations incurred or made by either party.

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 the Contractor shall not be or be deemed to be an employee of the City nor shall he be entitled to any benefit of current City employment whatsoever as a result of this Agreement. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City. Contractor may choose his work hours.

7. INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, losses, damages, liabilities, judgments, costs, and expenses which may form the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his obligations under this agreement.

8. ASSIGNMENT OF CONTRACT

Consultant may not assign, transfer, convey, sell, or otherwise dispose of this Agreement or any part of it.

9. GOVERNING LAW

The laws of the State of Alabama shall govern this Agreement.

10. NOTICES

All notices to City shall be addressed to:

City of Madison
Public Works Department
240 Palmer Road
Madison, Alabama 35758

All notices addressed to Consultant shall be addressed to:

Mike Gentle
4425 Sullivan Street, Apt. #1
Madison, Alabama 35758

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

11. SEVERABILITY AND WAIVER

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable as written, but that limitation of such provision would render it valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either party hereto to enforce any provision of this Agreement, or to exercise any right herein, shall not be construed as a waiver or limitation of that party's right to subsequently enforce and strictly compel compliance with that and every other provision of this Agreement.

12. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with the law, decree, or order of any governmental agency or of any judicial, legislative, or executive authority, whether the same shall be local, state or federal in origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever, said reason 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 hindered may, at its option, suspend without liability, the performance of its obligations hereunder.

Should such suspension or delay lawfully last more than five (5) calendar days, the parties agree that this Agreement shall be terminated in its entirety and that the only liability accruing to either party shall be payment to the other of any monies due and owing at the time the suspension or delay began.

IN WITNESS WHEREOF, the undersigned hereby affirm that they have the authority to execute this Agreement on behalf of the respective parties 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 authority, as Notary Public in and for said County in said State, 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, 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, on the date the same bears date.

Given under my hand and official seal this_____ day of _____, 2024.

Notary Public

Mike Gentle, Contractor

Mike Gentle

Date

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Mike Gentle, whose name is signed to the foregoing instrument and who is or has been made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the date the same bears date.

Given under my hand and the official seal this_____ day of _____, 2024.

Notary Public

RESOLUTION NO. 2024-064-R

**AUTHORIZATION OF THE RENEWAL OF A JOINT PURCHASING
AGREEMENT BETWEEN THE CITY OF MADISON, ALABAMA AND
MADISON COUNTY, ALABAMA**

WHEREAS, on April 26, 2023, Madison County, Alabama (the "County") and the City of Madison, Alabama (the "City") entered into an Agreement for the joint purchase of aggregate stone and/or gravel; and

WHEREAS, said Agreement allows the parties to jointly purchase such gravel and/or aggregate stone from each other's suppliers; and

WHEREAS, the City and the County desire to renew the Agreement for the joint purchase of aggregate stone and/or gravel for the upcoming 2024 term to begin on or about April 26, 2024; and,

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a renewal of the Joint Purchase Agreement with Madison County, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, on this 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT

This Agreement is made and entered into by and between Madison County, Alabama (the "County") and the City of Madison, Alabama (the "City"). The County and the City are collectively referred to herein as the "Parties."

WHEREAS, on April 26, 2023, the County and the City entered into the Agreement attached hereto as Exhibit A and incorporated herein (hereinafter the "April 26, 2023 Agreement"); and

WHEREAS, the term of the April 26, 2023 Agreement expires on April 26, 2024; and

WHEREAS, pursuant to paragraph 3 of the April 26, 2023 Agreement, the County and the City desire and intend to extend the April 26, 2023 Agreement for an additional one (1)-year term, beginning on April 26, 2024 and expiring on April 26, 2025 (the "Extension Term"); and


WHEREAS, it is the desire and intent of the Parties to continue all terms and conditions of the April 26, 2023 Agreement in full force and effect during the Extension Term.

NOW, THEREFORE, the County and the City agree as follows:

1. The April 26, 2023 Agreement attached hereto as Exhibit A is extended for an additional one-year term through and including April 26, 2025.
2. All terms and conditions set forth in the April 26, 2023 Agreement shall remain in full force and effect until April 26, 2025, unless terminated sooner pursuant to the terms of the April 26, 2023 Agreement.

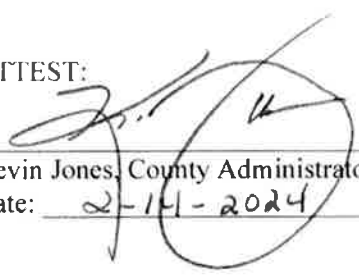
MADISON COUNTY, ALABAMA

CITY OF MADISON, ALABAMA,
a municipal corporation


Mac McCutcheon, Chairman
Madison County Commission
Date: 2-14-2024

Paul Finley, Mayor
City of Madison
Date: _____

ATTEST:


Kevin Jones, County Administrator
Date: 2-14-2024

ATTEST:

Date: _____

EXHIBIT A**MEMORANDUM OF AGREEMENT****BY AND BETWEEN****THE CITY OF MADISON, ALABAMA AND THE MADISON COUNTY COMMISSION,
FOR JOINT PURCHASING AGREEMENT OF GRAVEL AND AGGREGATE STONE**

This Memorandum of Agreement ("MOA") is entered into by and between the City of Madison, Alabama ("City") and the Madison County Commission ("Madison County") and shall be effective as of the date this Agreement is executed by the parties hereto. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date.

~~WHEREAS, Title 11, Chapter 102 of the Code of Alabama (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama to enter into written agreements for the joint exercise of any power or service that each of them are authorized to exercise individually; and~~

WHEREAS, the public purpose of reduced prices for gravel and stone aggregate would be served by a joint purchasing agreement whereby both the City and Madison County could utilize each other's existing contracts for gravel and aggregate stone; and

WHEREAS, the City currently holds a contract with Rogers Group, Inc. pursuant to a duly executed competitive bid ratified via Madison Resolution No. 2023-093 for gravel and aggregate stone pursuant to Bid. No. 2023-001-ITB; and

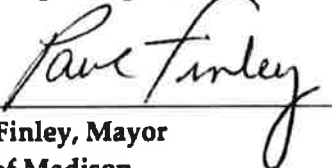
WHEREAS, the County is currently finalizing a bid for gravel and aggregate stone in accord with the Alabama Competitive Bid law;

**NOW, THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND,
HEREBY MEMORIALIZE THE TERMS AND CONDITIONS OF THEIR AGREEMENT
AND DECLARE THAT THEY ARE AND SHALL BE AS FOLLOWS:**

1. This Memorandum of Agreement between the City and Madison County provides that both the City and Madison County may utilize contracts entered by either the City or Madison County for the purchase of gravel and aggregate stone and utilize such pricing pursuant to each parties' contracts for gravel and aggregate stone; and
2. This agreement shall be terminated by either party with thirty (30) days' notice to the other; and
3. This agreement shall exist for a term of one (1) year and may be renewed for up to three (3) additional yearlong terms upon both parties' notice to the other to extend the agreement; and

4. Any notice of termination and/or renewal of this agreement shall be sent to either the City Attorney or the County Attorney.

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


Paul Finley, Mayor
City of Madison
Commission


Date: March 14, 2023

ATTEST:

By: 

Date: March 14, 2023

Madison County, Alabama


Mac McCutcheon, Chairman
Madison County

Date: 4/26/23

ATTEST:

By: 

Date: 4/26/23

RESOLUTION NO. 2024-053-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH JOHNSON & ASSOCIATES**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Johnson & Associates for a survey along the boundary of Dublin Park, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for Professional Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Johnson & Associates 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 26th day of February 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2024.

Paul Finley, Mayor
City of Madison, Alabama



AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF ALABAMA}
MADISON COUNTY}

This agreement is by and between:

City of Madison Parks & Rec
C/O Kory Alfred
kory.alfred@madisonal.gov
(256) 772-9300

(hereinafter referred to as CLIENT) and Johnson & Associates, Inc. (hereafter called CONSULTANT), who agree as follows:

CLIENT desires to engage CONSULTANT to perform the following Scope of Services:

Perform a Limited Boundary Survey update of the area adjacent to Madison Church of the Nazarene, to identify selected trees in relation to the platted property lines.

CONSULTANT shall make every effort to complete the basic services within 2-3 weeks from receiving written authorization to proceed but does not guarantee that all work will be completed by said date. All work for the land surveying services will be billed in a lump sum amount of \$2,600 and billed monthly as work is performed. Please see the attached worksheet for the level of effort anticipated. If for any reason the CLIENT delays or cancels the project, the CLIENT shall pay the CONSULTANT for work performed up to the date of notification.

CLIENT agrees to abide by the general conditions attached to this agreement and made a part hereof. This contract offer shall remain in effect until the 2nd day of May, 2024, after which it is subject to renegotiation. Services performed under this contract which extend beyond twelve months of the date the offer is accepted by the CLIENT will be subject to renegotiation.

A handwritten signature in black ink, appearing to read 'Paul Finley', written over a horizontal line.

CONSULTANT/AUTHORIZED SIGNATURE

The CLIENT does hereby agree to the terms and conditions contained herein, and accepts this contract offer this

____ day of _____, 20____.

ATTEST:

PAUL FINLEY, MAYOR

LISA D. THOMAS, CITY CLERK-TREASURER

Johnson & Associates, Inc.

PROJECT ESTIMATING FORM

Project: Prepare a Limited Boundary Survey at Dublin Park
Client: City of Madison parks C/O Kory Alfred
PROJECT NO.:

PREPARED BY: BAC
DATE: 2/02/2024

PHASE/TASK	Hourly Rate=	Principal PE/LS \$210	Survey Manager \$150	Senior Party Chief \$110	Sr. Tech. CADD \$110	Office Admin. \$75	Survey 2-MAN \$205	Survey 3-MAN \$280	Total Hours	Labor Cost	Direct Expenses	TOTAL FEE
Topographic Survey												
Project Setup, Gather Plans, etc.				1					1	\$110	\$10	\$120
Recover Existing Control			1				1		2	\$355	\$10	\$365
Field Survey & Line Stakes			1				4		5	\$970	\$25	\$995
Pictures							1		1	\$205	\$10	\$215
CAD Drawing & Update 2015 Survey		1			6				7	\$870	\$35	\$905
Total Hours		1	2	1	6	0	6	0	16		\$90	
Total Survey Cost		\$210	\$300	\$110	\$660	\$0	\$1,230	\$0				\$2,600

This scope does not include any services for subdivision plat, consolidation plats, vacation of easements, off-site utility extension surveys, etc.
It will be the Client's Responsibility to provide Title Commitment if Title Insurance is to be required.

STANDARD SCHEDULE OF HOURLY FEES

Johnson and Associates

Effective: Oct. 1, 2023 to Sept. 30, 2024

PERSONNEL DESCRIPTION		HOURLY AMOUNT (\$ Range)
Surveying & Engineering:		
Surveyor I	Survey Technician (Rodman)	\$75
Surveyor II	Survey Technician (Instrumentman)	\$95
Surveyor III	Junior Party Chief	\$100
Surveyor IV	Survey CAD Technician	\$110
Surveyor V	Senior Party Chief	\$110
Surveyor VI	Survey Manager	\$150
Surveyor VII	Principal Surveyor	\$210

Engineer I	Engineering Student/Part-Time Intern	\$70
Engineer II	Entry-Level Engineering Intern	\$90
Engineer III	Design Engineering Intern	\$110
Engineer IV	Project Design Engineer	\$120
Engineer V	Project Design Engineer	\$140
Engineer VI	Senior Project Engineer	\$160
Engineer VII	Senior Managing Engineer/Project Manager	\$185
Engineer VIII	Principal Engineer	\$210

Technical & Inspection:		
Technician I	Entry-Level CAD Technician Intern	\$75
Technician II	Junior Engineering CAD Technician	\$80
Technician III	Engineering CAD Technician	\$85
Technician IV	Engineering CAD Technician	\$90
Technician V	Senior Engineering CAD Technician	\$95

Inspector I	Technician	\$80
Inspector II	Engineer Intern	\$105
Inspector III	Engineer	\$120
Inspector IV	Senior Engineer/Project Manager	\$165

Administrative / Secretarial	\$75
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Survey Crew:		
Two-Man Survey Crew		\$205
Three-Man Survey Crew		\$280
Four-Man Survey Crew		\$355

Subcontract Services	Direct Cost + 10%
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Direct Expenses	Direct Cost + 10%
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These rates will remain in effect through the duration of the contract

GENERAL CONDITIONS

1. Liability of Johnson & Associates. The client agrees to limit Johnson & Associates' professional liability to the client and to all contractors and subcontractors on the project, due to Johnson & Associates' negligent acts, errors, or omissions, such that the total aggregate liability to all those named shall not exceed an amount equal to \$25,000 or the total value of our fees for the project, whichever is higher.
2. Liability for Contractor Procedures. Johnson & Associates shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incidental to the work of Contractor(s).
3. Liability for Actions of Third Parties. Johnson & Associates shall not be responsible for the acts or omissions of any Contractor, subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other person (except Johnson & Associates' own employees and agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained herein shall be construed to release Johnson & Associates from liability for failure to perform properly duties undertaken by Johnson & Associates pursuant to this Agreement.
4. Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Johnson & Associates, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
5. Indemnification. This indemnity provision merely asserts each party's responsibility for the activities he controls, while protecting each party against costs caused by activities he does not control.
 - a. Client. To the fullest extent permitted by law, Johnson & Associates shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) caused solely by the negligent acts or omissions of Johnson & Associates or their consultants in the performance and furnishing of Johnson & Associates' services under this Agreement. The indemnification provisions of the preceding sentence is subject to and limited by the provisions limiting liability agreed to by the Client and Johnson & Associates.
 - b. Johnson & Associates. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Johnson & Associates, Johnson & Associates' officers, directors, partners, employees and agents and Johnson & Associates' consultants from and against any and all claims, costs losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) caused by Client's use of electronic data supplied by Johnson & Associates or by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees, agents and the Client's consultants with respect to this Agreement or the Project.
 - c. Hazardous Conditions. In addition to the indemnity provided under the paragraph above, of this Agreement, and to the fullest extent permitted by law, the Client shall indemnify and hold harmless Johnson & Associates and its officers, directors, partners, employees, and agents and Johnson & Associates' Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCB's, petroleum, hazardous waste, or radioactive material, at, on, under or from the project site.
 - d. Visual On-Site Observations Services. Because evaluations of the project requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, site or other project area, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Johnson & Associates harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of Johnson & Associates.
6. Proprietary Items. Client agrees that the plans, reports, specifications and documents produced by Johnson & Associates, and the ideas and designs incorporated therein, as an instrument of professional services, shall remain the property of Johnson & Associates and may not be used in whole or in part for any other project without the written consent of Johnson & Associates.
7. Electronic Data. If design information, drawings, or documents are transmitted by electronic media, Johnson & Associates will complete such transfer in the .dwg, .pdf or .dgn file format. Johnson & Associates does not guarantee and is not responsible for the adequacy and/or defects in magnetic media or for electronic methods or systems. Because of this, it is the responsibility of the client to review the data within five (5) days of receipt and notify Johnson & Associates of the necessity for retransmission brought about by defects.
8. Subcontracting. Johnson & Associates reserves the right to subcontract portions of the work listed in the contract as Johnson & Associates deems appropriate for the proper prosecution of the project.
9. Dispute Resolution. In the event of a disagreement between the parties to the contract which cannot be resolved without legal action, both parties agree to participate in nonbinding mediation aimed toward resolving the conflict. Furthermore, the Client and Johnson & Associates

GENERAL CONDITIONS (continued)

agree to include a similar mediation provision in all agreements with independent contractors and consultants and to require all independent contractors and consultants also to include a mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained.

10. Venue of Actions. Should mediation fail to resolve a dispute, any and all suits for breach of this agreement will be instituted and maintained in a court of competent jurisdiction in Madison County, Alabama, and shall be governed by the laws of the State of Alabama.

11. Term of Proposal. This proposal shall remain in effect for a period of ninety (90) days.

12. Term of Agreement. Services performed under this contract shall not extend beyond 12 months of the date of this Agreement.

13. Billing and Payment.

a. RETAINER. The Client shall make an initial payment of \$0 dollars (retainer) upon execution of this Agreement. This retainer shall be held by Johnson & Associates and applied against the final invoice. Invoices shall be submitted by Johnson & Associates (monthly), are due upon presentation and shall be considered PAST DUE if not paid within 30 calendar days of the invoice date.

b. INTEREST. If payment is not received by Johnson & Associates within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-a-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

c. COLLECTION COSTS. In the event legal action is necessary to enforce the provisions of this Agreement, Johnson & Associates shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Johnson & Associates in connection therewith and, in addition, the reasonable value of Johnson & Associates' time and expenses spent in connection with such collection action, computed at Johnson & Associates' prevailing fee schedule and expense policies.

d. SUSPENSION OF SERVICES. If the Client elects to suspend the project for more than thirty (30) calendar days in the aggregate, Johnson & Associates shall be compensated for services performed and charges incurred prior to receipt of notice to suspend not to exceed the lump sum or estimated percent of construction fees plus any Extra Services requested by the Client. Upon resumption, an equitable adjustment in fees may be required to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, Johnson & Associates may, at their option, terminate this Agreement upon giving notice in writing to the Client.

If the Client fails to make payment when due or otherwise is in breach of this Agreement, Johnson & Associates may suspend performance of services upon five (5) calendar days' notice to the Client. Johnson & Associates shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

e. CREDIT CART PAYMENT SURCHARGE. If the Client pays with a Visa or MasterCard Credit Card, then a 4% surcharge will be added to that portion of the payment amount which is paid with a Credit Card. The Client hereby understands and agrees to this additional surcharge fee which will be added if he/she elects to pay with a credit card.

14. Changed Conditions. The Client shall rely on Johnson & Associates' judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Johnson & Associates and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

15. Force Majeure. Johnson & Associates is not responsible for delays caused by factors beyond their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Johnson & Associates' services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Johnson & Associates is not responsible for any damages, nor shall Johnson & Associates be deemed to be in default of this Agreement.

16. Termination. The client may terminate this agreement at any time without cause upon written notice to Johnson & Associates 7 calendar days in advance.

Johnson & Associates reserves the right to terminate this agreement at any time without cause upon giving the client 7 calendar days prior written notice.

17. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

18. Integration. This Agreement comprises the final and complete agreement between the Client and Johnson & Associates. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of the Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Johnson & Associates.

JOHNSON & ASSOCIATES, INC.

Johnson & Associates, Inc. (J&A) is a Huntsville based Civil Engineering and Land Surveying firm that provides a wide range of expertise including **land development, civil engineering, site design and master planning** since 1986. Our commitment to clients is to produce high-quality **engineering consulting, land surveying, land planning and site design, transportation design, construction administration, project management, and construction observations** on time and within budget. Effective communication enables our team to identify project specific needs so client objectives can be accomplished in a timely, efficient, and cost-effective manner. With our past experience of working on project sites from Huntsville to Montgomery, J&A is capable of provide engineering and surveying services throughout the States of Alabama, and Tennessee.

J&A offers a wide variety of Civil/Site Engineering and Land Surveying services:

Land Surveying

- Boundary and Topographic Surveys
- Construction Layout
- ALTA Surveys
- Route Surveys and Utility Mapping
- Flood Elevation Certificates

Site Planning and Design

- Site and Feasibility Analysis
- Master Planning
- Site Design and Layout for:
 - Schools/Institutional Sites
 - Commercial/Retail Developments
 - Industrial Sites
 - Multi-Family Residential Site
 - Single Family Res. Subdivisions
 - Parks/Recreation Facilities
- Environmental Assessments/Permitting
- Sustainable Design
- Flood Plain Development
- Storm-water Management
- Regulatory Permitting and Approvals

Construction Administration

- Constructability Analysis
- Bidding Support and Coordination
- Field Observation and Inspection
- ADEM/NPDES Permit and Monitoring
- Close-out and Acceptance

Transportation Engineering and Design

- Feasibility/Corridor Studies
- Multi-Lane Roadways
- Urban and Municipal Streets
- Greenways and Bike Lanes
- Roundabouts and Intersections
- Bridge Replacement
- Right-Of-Way Plans

Traffic Engineering

- Traffic Impact Studies
- Traffic Signal System Design
- Traffic Modeling/Simulation
- Site Circulation Studies
- Access Management Studies

Office Hours:

Monday – Friday 8 am to 5 pm (Central Time)

Key Personnel and Project Managers:

Nathan G. Johnson, PE, LS- Principal
 Jarrod Rowland, PE, PLS-Principal, Eng Mgr
 Art Spencer, PE - Site/Subd. Director, Principal
 Steve Walker, PE –Constr. Services Manager
 Bruce Crane, LSIT- Survey Manager

Associations:

Am. Society of Civil Engineers
 AL Assoc. of Professional Land Surveyors
 Huntsville Chamber of Commerce
 Huntsville/Madison Co. Builders Assoc.

Office Location

Main Office: 1218 Church Street
 Huntsville, AL 35801

