



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

AGENDA NO. 2023-03-RG

To protect the public health during the COVID-19 pandemic, according to State and Federal guidelines, the City Council will observe social distancing procedures at the Council Meeting. Anyone who is sick or who is living with a quarantined family member should not attend the meeting. City Council meetings are broadcast live on local Wow! Channel 42 and online streaming (visit <https://www.madisonal.gov/709/view-city-council-meeting>) for access. Members of the public would like to weigh in on a Council matter but do not want to attend due to concerns about the pandemic may contact the City Clerk's Office or the Mayor's Office (contact information on City website www.madisonal.gov) or text the word "comment" to 938-200-8560

1. CALL TO ORDER

2. INVOCATION

A. Lead Pastor Dr. Tommy Gray, Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-02-RG, dated January 23, 2023

7. PRESENTATIONS AND AWARDS

A. Presentation by Carolyn Reagle with 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 and periodic bills to be paid

B. Authorization of final payment to Rogers Group, Inc. in the amount of \$7,372.89 (Invoice No. 46400, Project No. 20-028, Middle School Roadway Extension) (to be paid from 2020-A Bond account)

- C. Authorization of payment to Barge Design Solutions in the amount of \$13,526.70 (Invoice No. 207215, PO No. 2022-1151, Nov. 26 - Dec. 30, 2022, Project No. 19-047 Wall Triana and I-565 Improvements) (to be paid from 2015-A Bond account)
- D. Authorization of payment to Elite Storage Products in the amount of \$2,500.00 for Phase 1 Improvements at Toyota Field (Invoice INV-2271, Payment No. 1, PO No. 2023-0445) (to be paid from Venue Maintenance Fund)
- E. Approval of Purchase Order for Elite Storage Products in the amount of \$5,000.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- F. Approval of Purchase Order for Tate Ornamental, Inc. in the amount of \$13,790.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- G. Approval of Purchase Order for Lowe's Companies, LLC in the amount of \$2,770.98 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- H. Approval of Purchase Order for Ferguson Enterprises, LLC in the amount of \$9,733.33 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- I. Approval of Purchase Order for Wallace Construction, LLC in the amount of \$18,664.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)
- J. **Resolution No. 2023-018-R:** Approving an annual appropriation agreement with Wellstone, Inc. for FY23 in the amount of \$40,000.00 (to be paid from General Operating account)
- K. **Resolution No. 2023-019-R:** Approving an annual appropriation agreement with Huntsville Botanical Garden for FY23 in the amount of \$10,000.00 (to be paid from General Operating account)
- L. **Resolution No. 2023-020-R:** Approving an annual appropriation agreement with Crisis Services of North Alabama for FY23 in the amount of \$10,000.00 (to be paid from General Operating account)
- M. **Resolution No. 2023-021-R:** Approving an annual appropriation agreement with The Enrichment Center for FY23 in the amount of \$20,000.00 (to be paid from General Operating account)
- N. **Resolution No. 2023-022-R:** Approving an annual appropriation agreement with Health Establishments At Local Schools for FY23 in the amount of \$5,000.00 (to be paid from General Operating account)
- O. **Resolution No. 2023-057-R:** Authorizing an agreement with the North Alabama Highway Safety Office for traffic safety grant funds
- P. **Resolution No. 2023-068-R:** Renewal of one-year maintenance agreement with Stryker for LifePak 15's, LifePak 1000's and Lucas devices in the amount of \$17,448.80 (to be paid from the Fire Department budget)
- Q. **Resolution No. 2023-058-R:** Providing for the disposition of personal property of negligible value, formerly used by the Police Department, via online auction through Govdeals website, pursuant to Section16-108 of the Code of Ordinances
- R. **Resolution No. 2023-069-R:** Providing for the disposition of personal property of negligible value, formerly used by the Parks & Recreation Department (Moto Max Trax 100 (2), 2-Drawer Wood Filing Cabinet) pursuant to Section16-108 of the Code of Ordinances

S. **Resolution No. 2023-070-R:** Providing for the disposition of personal property of negligible value, formerly used by the Parks & Recreation Department (mowers, vehicles, and other items), via online auction through Govdeals website, pursuant to Section 16-108 of the Code of Ordinances

T. Approval of acceptance of check from Chambers Bottling Co. in the amount of \$34.77 (to be deposited into Fire Department Donation account)

U. Approval to accept Senior Center Donation from M.C. Flurer for \$25.00

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

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 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.

A. **Proposed Ordinance No. 2023-006:** Zoning certain property owned by Boone Henry Three, LLC and Clift Farms Place, LLC, consisting of approximately 4.8 acres, located north of U.S. Highway 72, east of Uncle Frank Boulevard to B3 (General Business) District (First Reading 01/09/2023)

B. **Resolution No. 2023-059-R:** Approving a request for an Off-Premise Beer and Wine License from Mocha 2 Corporation, doing business as On the Way Chevron, for their location at 8530 Madison Boulevard

C. **Resolution No. 2023-060-R:** Approving a request for a Restaurant Retail Liquor License from El Mezcal Bar & Grill, LLC, doing business as El Mezcal Bar & Grill, for their location at 8572 Madison Boulevard, Suite R

D. **Resolution No. 2023-061-R:** Approving a request for a Restaurant Retail Liquor License from Bowl Madison, doing business as Bowl Madison, for their location at 8661 Highway 72 West

13. DEPARTMENT REPORTS

ENGINEERING

A. **Resolution No. 2023-039-R:** Authorization of approval of Maintenance Agreement and Drainage Easement for Everstead at Madison development

- B. **Resolution No. 2023-051-R:** Authorizing a revised agreement with ALDOT for Madison Boulevard Resurfacing and Safety Improvements project (\$5,000,000.00 FHWA funds, \$1,250,000.00 City Match funds) (to be paid from Engineering Department budget)
- C. **Resolution No. 2023-064-R:** Authorizing a Professional Services Agreement with S&ME Inc. for ADEM Permit Application, documentation, and inspection on Project 15-021 (Balch Road Improvements), in an amount not to exceed \$23,905.00 (to be paid from the Engineering Department budget)
- D. **Resolution No. 2023-065-R:** Authorizing a Professional Services Agreement with Morell Engineering Inc. for engineering design services on Project 22-002 (Madison Blvd Resurfacing and Safety Improvements) ALDOT Project No. STPAA-4522(251) in an amount not to exceed \$279,774.00 (to be paid from the Engineering Department budget)
- E. **Resolution No. 2023-066-R:** Authorizing a Professional Services Agreement with Frog Washers for stormwater pond dredging (sediment removal) to improve water quality, in an amount not to exceed \$15,000.00 (to be paid from Fund 11 Stormwater User Fees)
- F. **Resolution No. 2023-067-R:** Acceptance of Anderson Place Subdivision into the City of Madison Maintenance Program

PLANNING

- A. **Proposed Ordinance No. 2023-042:** Vacation of a utility and drainage easement located within Pride Subdivision, located north of Lanier Road and east of the railroad

RECREATION

- A. **Resolution No. 2023-071-R:** Approval of additional funding of Phase One of the Hexagon Project in the amount of \$127,000 (to be paid from General Fund).

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

16. AGENDA ITEMS

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

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



**MINUTES NO. 2023-02-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
January 23, 2023**

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

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

Pastor, John Dees of CrossPointe Church provided the invocation followed by the Pledge of Allegiance led by Discovery Middle School (DMS) Panther Racing Team.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, City Clerk Administrative Assistant Mari Bretz, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Information Technology Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Deputy Fire Chief Brandy Williams, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Bernadette Mayer, Kristina Stundtner, Teri Patterson, Laura Hossler, Juliana Gentil, Margi Daly, Anita Zomkowski, Melissa Marowski, Lyla Zomkowski, Nikita Prabhakar, Grace Tsai, Ghaida Abdellaoui, Melissa Hyde, Holly Waite, John Dees, Cesar

Castillo, Jamie Koshofer, Jean Ann Benefield, Jocelyn Broer, Dee Voelkel, Steve Perry, Larry Vannoy, Jean Downs, Andy Hag, and Terri Johnson

AMENDMENTS TO AGENDA

Council President Bartlett shared that there would be a walk-on presentation from the Madison Street Festival given by Crystal McBrayer under Presentations and Awards.

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

- **Resolution No. 2023-054-R**; authorizing funding of a Certificate of Deposit for those funds designated for the Phase II I-565 Interchange
- **Resolution No. 2023-055-R**; establishing a special revenue fund for those funds designated for the Phase II I-565 interchange

Both resolutions will be added under Council Member Shaw's presentation of reports due to Finance Committee meeting right before the council meeting this evening.

Council President Bartlett confirmed with City Clerk-Treasurer Lisa D. Thomas of the correction to Consent Agenda Item L, **Resolution No. 2023-053-R**. The department that is disposing of property is Finance, not City Clerk.

City Engineer Michael Johnson corrected the funding under Engineering, Item C, **Resolution No. 2023-045** from Engineering Departmental Budget to Fund 11 the Stormwater User Fee Fund.

With no other amendments Council President Bartlett asked for a motion to approve the agenda.

Council Member Spears moved to approve the amended agenda. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

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

Motion carried

APPROVAL OF MINUTES

MINUTES NO. 2023-01-RG DATED JANUARY 9, 2023

Council Member Shaw moved to approve Minutes No. 2023-01-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	Aye
Council Member John Seifert	Aye

Motion carried.

MINUTES NO. 2023-01-WS DATED JANUARY 11, 2023

Council Member Denzine requested to amend the minutes to include her statement as follows:

"During discussion Councilperson Denzine spoke in favor of the impact fees. She quoted from the study: "An impact fee represents future developments' proportional share of the capital facility needs." She explained that the individuals within the new units will increase demand in the facilities - creating the need to increase the supply of park acreage, recreational facilities, library space, and books. She went on to express that the fees are a positive because the new residents and old residents will know their quality of life will not diminish as the population increases. The money will be there as demand increases and expansion is required. "

Council Member Spears moved to approve amended Minutes No. 2023-01-WS. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF GRANT AWARDS TO 16 RECIPIENTS BY CRYSTAL MCBRAYER, PRESIDENT OF THE MADISON STREET FESTIVAL COMMITTEE

Crystal McBrayer, President of the Madison Street Festival Committee and Keegan Mumaw, Grant Committee Chair for Madison Street Festival presented awards to the following 2022 Madison Street Festival Grant recipients:

- American Legion Post 229 Foundation-Larry Vannoy
- Bob Jones High School Teaching Academy "Reading Buddies"-Meagan Fleenor Grant
- Columbia Elementary School "3D ART"-Thuan Murine
- Columbia Elementary School "Shopping for Success"-Melissa Hyde
- Columbia Elementary School- "Astros"-Jessica Pinegar
- Discovery Middle School "Panther Racing"-Melissa Marowski
- Heritage Elementary School "Finch Robots"-Teri Patterson

- Heritage Elementary School "Hands-on Literacy Learning w/VersaTiles"-Savannah Higgins
- James Clemens High School "Photography"-Hannah Stockman
- James Clemens High School Special Education Program "Brain Gym"-Holly Waite
- Madison City School "Robotics team"-Jonathan Bailey
- Madison Elementary School "STEM Club"-Crissy Stegherr
- "Music Program Rhythm & Rhymes"-Kristina Stundtner
- Midtown Elementary School "Archery team"-Laura Hossler
- Rainbow Elementary School Resource Classroom "Sensory items"-Kesha Lovejoy
- The Danny Kendall Johnson Foundation--Danny Johnson

A round of applause was given to all recipients. Council Member Denzine congratulated all the winners and thanked everyone who was involved in the Madison Street Festival.

PRESENTATION OF SUCCESSFUL LIVE SAVE AWARDS BY FIRE CHIEF BAILEY

Fire Chief Bailey appeared before Council to present awards to several people from the Fire Department and HEMSI.

Fire Chief Bailey explained that the Star of Life Award is awarded to someone who is successful in saving a life while medical intervention is being performed, these are only awarded once the patient survives and is discharged from the hospital. The Unit Citation Award is awarded to the teams of responders and citizens that provide support to those engaged in saving a life during a fire or medical emergency.

On November 20, 2022, HEMSI Medic 12, Madison Fire Squad-3, and Engine 3 responded to a home where a wife has witnessed her husband have a full arrest. When HEMSI arrived, they found the wife performing in a small space and quickly moved him to allow more access. HEMSI and Madison Fire members worked together to continue CPR, established an advance airway, started an IV, and delivered cardiac medications along with two defibrillations. The patient regained a pulse and blood pressure and was transported to the hospital. He was released from the hospital on November 30th with no deficits.

Star of Life

Firefighter/P Curtis Roesner
Firefighter/A Jeremiah Johnson
Paramedic Sylvia Bell
Paramedic Chris West

Unit Citation

Dispatcher Morgan Alexander
Captain/P Chris Ramsey
Driver/P Stephen Long

A round of applause was given.

PUBLIC COMMENTS

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

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Time limit for public comments
- Erosion of trust and confidence
- Concerns about Mayor Finley's prioritizing time and effort towards the Capital Improvement Plan
- Use of funds to Ball Corps and city bonds
- Madison City form of government
- Work session not on the city media directory

MS. JENNIFER COE (DISTRICT 5) ASHLEY ESTATES

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

- Wayfinding Project
- Singing River Trail
- Finance Committee Meeting not disclosed on the community calendar
- Toyota Field improvements-Ball Corps
- Council-Manager Government
- Madison Forward petitions

MS. MARGI DALY (DISTRICT 6)

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

- City Manager government
- Madison Forward petition signatures collection
- Council-Manager petition
- Court diversion program
- Road improvements, street lighting, water, and sewer improvements

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Shaw shared that the Finance Committee met today and he apologized for the meeting not being posted, but he let everyone know that they meet the second council meeting of every month at 4:00pm. Council Member Shaw also shared that Finance Committee has reviewed everything and found it to be in order. Council Member Powell expressed his thanks for the several donations to the Senior Center, the \$1500.00 donation from Westminster Christian Academy to Dublin Park for the tennis courts, and the other donations.

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

General Operating account	\$2,024,957.90
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Special General Operating Accounts	\$382.33
Gasoline Tax & Petroleum Inspection fees	\$9,766.06
Street Repair and Maintenance	\$3,402.20
Library Building Fund	\$80,492.40
Water Distribution and Storage	\$5,122,871.70
Multi-Use Venue Collection Fund	\$1,569,358.55
Fire CPR	\$3,181.44

Regular and periodic bills to be paid

Approval of payment to Wiregrass Construction Company in the amount of \$225,411.18 for Invoice No. 11 (CIP No. 20-028, Middle School Roadway Extension, work performed November 1, 2022 through November 20, 2022. Bid No. 2021-008-ITB) To be paid from 2020-A Bond Account

Approval of payment to NextSite, LLC in the amount of \$10,000 for annual renewal- Invoice No. 625 (to be paid from Planning Department budget)

Approval of payment to Croy Engineering in the amount of \$480.00 for Invoice No. 26577 (CIP No. 18-023, Sullivan St. widening CE&I performed) to be paid from 2018-C Bond account

Resolution No. 2023-013-R; Approving an annual appropriation agreement with Huntsville-Madison County Emergency Management Agency for FY23 in the amount of \$70,074.00 (to be paid from General Operating account)

Resolution No. 2023-014-R; Approving an annual appropriation agreement with Huntsville-Madison County Convention and Visitors Bureau for FY23 in the amount of \$40,000.00 (to be paid from General Operating account)

Resolution No. 2023-015-R; Approving an annual appropriation agreement with Madison County Health Department for FY23 in the amount of \$30,000.00 (to be paid from General Operating account)

Resolution No. 2023-016-R; Approving an annual appropriation agreement with Liberty Learning Foundation for FY23 in the Amount of \$7,500.00 (to be paid from General Operating account)

Resolution No. 2023-017-R; Approving an annual appropriation agreement with Big Brothers Big Sisters of the Tennessee Valley for FY23 in the amount of \$5,000.00 (to be paid from Geeral Operating account)

Resolution No. 2023-043-R; Authorization of General Capital Improvement Fund Account

Resolution No. 2023-048-R: Authorizing a property use agreement with Sumitomo Rubber USA, LLC d/b/a Dunlop Tire for police emergency driver training (no cost to the City)

Resolution No. 2023-053-R: Providing for the disposition of personal property (Office Desk(2), Credenza, 4-Drawer and 2-Drawer File Cabinet) of negligible value pursuant to Section 16-108 of Code of Ordinances of the City of Madison.

Bid No. 2023-001-ITB: Public Works bid for crushed stone and aggregate (to be issued January 23, 2023)

Acceptance of donation for the Senior Center from Margie Blackwell in the amount of \$50.00.

Acceptance of donation for the Senior Center from Mary C. Flurer in the amount of \$50.00

Acceptance of donation for the Senior Center from St. John The Baptist Catholic Parish, Madison, in the amount of \$2,000.00

Acceptance of donation for the Senior Center from Geneva Winkles in the amount of \$45.00

Acceptance of donation for the Senior Center from R.H. Loshuertos in the amount of \$10.00

Acceptance of donation for Senior Center ceramics from Debbie Devall in the amount of \$40.00

Acceptance of donation for the Senior Center from M.C. Flurer in the amount of \$25.00

Acceptance of donation for the Dublin Park Tennis Court maintenance from Westminster Christian Academy in the amount of \$1,500.00

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Annual appropriations for: Huntsville-Madison County Emergency Management Agency, Huntsville-Madison County Convention and Visitors Bureau, Madison County Health Department, Liberty Learning Foundation, and Big Brothers Big Sisters of the Tennessee Valley
- Shared his progress with CIP and how he is working with department heads to have it ready for the Work Session on February 11th
- Met with Melanie Thornton with Madison Visionary Partners who provided a plan to raise funds for the community center
- Congratulated Chris White as the new Information Technology Director, who has 19 years of service with the city

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Madison ReadyFest, an emergency preparedness event, will be held on Saturday, February 25th from 9am-1pm at Discovery Middle School and will focus on the following 6 areas of concentration:
 - Safety and Security
 - Food, Water, and Shelter
 - Health and Medical
 - Energy
 - Communications
 - Transportation
- Recognized Madison Fire Battalion Chief Steve Perry for his hard work with ReadyFest
- Thanked Huntsville-Madison County Public Library for the invitation to their leadership round table
- Attended the Alabama Legislative Update with Council President Bartlett, Council Member Spears and Mayor Finley
- Congratulated Chris White, the new Information Technology Director

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Corrected the date for the Work Session to February 15th, as it was announce earlier to be on February 11th
- Announce that per the Alabama Legislative Update, the economy in Alabama is thriving and revenues are up statewide along. Also, there is a positive outlook for the coming year for our state and for our role in the nations and how we can position ourselves for the future in areas of space command and other things that could come to our area
- Congratulated Chris White, the new Information Technology Director
- Mentioned the thorough CIP list the Mayor has on his whiteboard and is looking forward to the discussion on the next Work Session meeting

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

Council Member Shaw explained that when they receive the fund to build the ramps, they would like to invest the money before it is used, so they reached out to several banks in the area to find the best rate. CB&S Bank provided the best rates for CD's and the Money Market account.

RESOLUTION NO. 2023-054-R; AUTHORIZING FUNDING OF A CERTIFICATE OF DEPOSIT FOR THOSE FUNDS DESIGNATED FOR THE PHASE II I-565 INTERCHANGE

Council Member Shaw moved to approve Resolution No. 2023-054-R. Council Member Spears seconded. Council Member Spears shared that the new accounts would earn more interest than the current account that the money is in which is why this is being done. Council President Bartlett added that currently we have a Request For Proposal (RFP) out right now for banking services for the city's because the rates that we currently have are low in terms of what we are earning on our main account. Council Member Spears added that the RFP's are due Friday. Council President Bartlett thanked the Finance Committee for their work on looking for ways that our money could work better for us. With no other questions or discussion, the vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-055-R; ESTABLISHING A SPECIAL REVENUE FUND FOR THOSE FUNDS DESIGNATED FOR THE PHASE II I-565 INTERCHANGE

Council Member Shaw moved to approve Resolution No. 2023-055-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	Aye
Council Member John Seifert	Aye

Motion carried.

Council Member Shaw added that depending on the account that the money goes in and the duration, it should bring in \$600,000.00 to \$800,000.00 worth of interest gain.

Council President Bartlett shared that there was a question on the consent agenda item as to why a General Capital Improvement Fund account is being added. Mayor Finley responded that Finance Director Roger Bellomy asked for the account to be ready for when and if council decides on the CIP that he already has the account ready to move the first part of the funds from the General Fund over to the General Capital Improvement Fund. This allows them to be proactive and be ahead for when the CIP is approved. Council Member Spears also added that they are not moving any money yet, it just sets up the accounting fund that will be used when the CIP gets approved.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- At the Library Board meeting a new strategic plan is in the process after reviewing data and again the Madison Branch has the highest circulation of all branches of library even exceeding the main branch and the new south Huntsville.
- Attended the Alabama Legislative Update where State Representative Anthony Daniels, State Senator Arthur Orr, and other legislature members talked about the priority on education.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Reminded the public that the Madison Police Citizens Advisory Committee will be meeting at the Madison Library tomorrow. The topic will be traffic stops.
- Advised the public that there are vacancies on the Madison Police Citizens Advisory Committee and the Madison City Disability Advocacy Board (MCDAB). Please put in your applications as they like to have more citizens involved.
- MCDAB will hold their annual Easter Egg Hunt for special needs kids on April 8th, which is the same day as the Easter Egg Hunt for the city and is in need for volunteers.
- Attended the Beautification and Tree Board (BTB) meeting which completed their Arbor Day post contest and they will be giving out their award at the next city council meeting on February 13th. BTB is also has vacancies if anyone is interested.
- Madison Street Festival will hold their first meeting tomorrow as it takes all year to prepare for this years festival. Asking for volunteers for the Madison Street Festival Committee if anyone is interested.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business to report

BOARD/COMMITTEE APPOINTMENTS

REAPPOINTMENT OF AMY PATTERSON TO PLACE 9 ON THE MADISON CITY DISABILITY ADVOCACY BOARD JANUARY 1, 2023-DECEMBER 31, 2024

Council Member Denzine nominated Amy Paterson for reappointment to Place 9. There being no further nominations, Ms. Patterson was appointed by acclamation.

REAPPOINTMENT OF BRIAN GOODWIN TO PLACE 2 ON THE BEAUTIFICATION AND TREE BOARD NOVEMBER 28, 2022-NOVEMBER 27, 2024

Council Member Denzine nominated Brian Goodwin for reappointment to Place 2. There being no further nominations, Mr. Goodwin 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

ENGINEERING

PROPOSED ORDINANCE NO. 2023-007: CHANGING THE NAME AND DESIGNATION OF A PUBLIC STREET FROM HALSEY ROAD TO MADISON BRANCH BOULEVARD (FIRST READING JANUARY 9, 2023)

Council Member Spears moved to approve Resolution No. 2023-007-R. Council Member Shaw seconded. Council Member Wroblewski asked if there was any issues with the length on the name of the road for first responders. City Engineer Michael Johnson responded that it is within the required length. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-044-R: AUTHORIZATION OF A PROFESSIONAL SERVICES AGREEMENT WITH NIVENS & ASSOCIATES APPRAISALS, INC. FOR LAND APPRAISAL ON THE PROPOSED MADISON BRANCH ROUNDABOUT LAND ACQUISITION IN THE AMOUNT OF \$7,000.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2023-044-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	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-045-R: AUTHORIZING THE ACCEPTANCE OF A QUOTATION FROM COMPUTATIONAL HYDRAULICS INTERNATIONAL FOR SOFTWARE SUBSCRIPTION SERVICES IN THE AMOUNT OF \$2,400 (TO BE PAID FROM FUND 11 THE STORMWATER USER FEE)

Council Member Shaw moved to approve Resolution No. 2023-045-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

FIRE & RESCUE

RESOLUTION NO. 2023-041-R: AUTHORIZATION OF AN AGREEMENT WITH VICKERS CONSULTING SERVICES, INC. FOR GRANT WRITING SERVICES (\$1,200 TO BE PAID FROM FIRE & RESCUE BUDGET)

Council Member Wroblewski moved to approve Resolution No. 2023-041-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-046-R APPROVING AN AGREEMENT WITH THE ALABAMA TECHNOLOGY NETWORK TO FACILITATE THE DEVELOPMENT OF A 5-YEAR STRATEGIC PLAN FOR THE MADISON FIRE AND RESCUE DEPARTMENT IN THE AMOUNT OF \$9,400 (TO BE PAID FROM FIRE DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-046-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

RESOLUTION NO. 2023-038-R: AUTHORIZATION OF LANDSCAPING AND BUFFER AGREEMENT FOR PROPERTY ON THE SOUTHEAST CORNER OF HUGHES ROAD AND PORTAL LANE

Council Member Wroblewski moved to approve Resolution No. 2023-038-R. Council Member Spears seconded. Council Member Wroblewski asked if there is expected construction date. Director of Development Services Mary Beth Broeren responded that she does have that information but could ask and get back to council with that. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-047-R: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH MCCOMM GROUP FOR WAYFINDING PROJECT, PHASE III IN THE AMOUNT OF \$32,000 (TO BE PAID FROM PLANNING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2023-047-R. Council Member Seifert seconded. Council President Bartlett asked if there are any grants available for wayfinding signs. Director of Development Services Mary Beth Broeren responded that they may be but that she has not looked into it, but after they know what it will cost she can certainly research it. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-052-R AUTHORIZING IMPROVEMENTS TO TOYOTA FIELD IN RESPONSE TO NEW MLB STANDARDS IN AN AMOUNT NOT TO EXCEED \$300,000 (TO BE PAID FROM VENUE MAINTENANCE FUND)

Council Member Wroblewski moved to approve Resolution No. 2023-052-R. Council Member Spears seconded. Mayor Finley asked if this is where we maintain the money and it is managed internally and if anything does have to be bid out, they would go through the normal process that is done within the city. Director of Development Services Mary Beth Broeren confirm that is correct.

Council Member Denzine asked if Director of Development Services Mary Beth Broeren could put up the slide that she provided at the last work session that showed what the \$300,000.00 would be used for. Director of Development Services Mary Beth Broeren responded that she did not bring the slide but that there is an attachment to the resolution in the agenda packet. Council Member Denzine asked if she could explain to the public the required improvements in Phase 1. Director of Development Services Mary Beth Broeren explained that many of the improvements were intended to provide temporary accommodations necessary to satisfy MLB requirements until Phase 2 building could be completed and went through the following list:

	Improvements expected to include the following:
Phase 1	• Lockers – add two to Home Clubhouse, add two to Visiting Clubhouse, and add two to Visiting staff locker room; two of these six added lockers were being repurposed from another room so only four are needed. • Home Clubhouse Commissary – add freezer and dishwasher • Create Temporary Visitor Clubhouse Commissary by repurposing an existing room – to include refrigerator/freezer, ADA compliant dishwasher, sink, microwave, counter space along a wall with eating space for eight people, an ADA compliant table with a chair, and storage cabinets • Visitor Training Room – add desk and second whirlpool • Batting Cage Netting – repairs to the netting, raise the height of netting - multi step process • Dugouts – add anti-skid material to steps • Female facilities – rent a temporary construction trailer for two years to provide temporary accommodations that include a shower, a changing area, and two toilets

While listing the expected improvements, Director of Development Services Mary Beth Broeren also described how some of the improvements and materials would be provided from using existing resources from within the stadium and from Ballcorps administrative offices. Director of Development Services Mary Beth Broeren also stated that repairs to the batting cage net had already been performed by Ballcorps.

Council Member Denzine asked if there is a deadline for all the improvements. Director of Development Services Mary Beth Broeren responded that they must have all Phase 1 improvements completed by the start of the season in April. Due to the short deadline this is the reason that Director of Development Services Mary Beth Broeren is asking for direct council approval of the \$300,000.00 so that she can start purchasing items directly and avoid the delays associated with obtaining quotes and estimated and then waiting for a council meeting to approve any specific purchases.

Council Member Denzine asked if these were unfunded mandates. Director of Development Services Mary Beth Broeren responded that these were Major League Baseball (MLB) standards that they adopted and that we must comply and don't have any recourse.

Council Member Denzine said that many people have been asking where the funds for the improvements are coming from as many people are not familiar with the Ballcorps contract from 2018. Director of Development Services Mary Beth Broeren responded that these improvements will be funded by the Venue Maintenance Fund which was set up when the city decided to go forward with a ballpark. The city decided that it would set aside at least \$300,000.00 each year into a Venue Maintenance Fund to go towards capital improvements, whether upgrading netting or putting in a new HVAC system.

Director of Development Services Mary Beth Broeren added that she did not envision that MLB would adopt new standards that would require the city to use the money in the fund for these kinds of things, but said they have enough money in the account to cover Phase 1 and expect to have enough money in the account for Phase 2 and added we are being very careful to make sure that account is funded.

Council Member Denzine asked if the Capital Maintenance Fund that is listed in the Ballcorp agreement is the same as the Venue Maintenance Fund. Director of Development Services Mary Beth Broeren responded, "yes it is".

Council Member Denzine then asked if all the money that has been coming in, is coming in from proceeds from the ballpark to pay for all of these things? Director of Development Services Mary Beth Broeren responded in the affirmative.

Council Member Seifert added that there was a study done a while ago on the Star's at Joe Davis Stadium as to why things started going south. Part of the reason had to do with the increase in requirements by MLB and their inability to meet those requirements. At some point MLB says if you can't meet those requirements then you can't have a team. Council Member Seifert explained that it was a lesson learned for others and why they have put in the Venue Maintenance Fund for these types of improvements that happen. When there are no improvements then the money is saved and he is glad it is available when needed.

Council Member Powell also added the Venue Maintenance Fund was set up for these types of things, but that he is a little upset because in his mind the improvements are not maintenance, and they are having to redo things due to new standards. Council Member Powell voiced his concern over how many times do we get new standards. He is confident that Director of Development Services Mary Beth Broeren will get things done in the tight deadline and will come in under the \$300,000.00. Director of Development Services Mary Beth Broeren shared that she expects it to be a bit less. The vote was taken and recorded as follows:

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

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

Motion carried.

Director of Development Services Mary Beth Broeren added to Council Member Powell's comment about maintenance versus capital, that the intent behind the money set aside each year was for capital improvements and that Ball Corps is responsible for all day-to-day maintenance repairs and cost. The Venue Maintenance Fund is to be used for larger capital items such as changing out the HVAC or changing the scoreboard in the future which effectively is what MLB is dictating.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:08 p.m.

Minutes No. 2023-02-RG, dated January 23rd, 2023, read, approved and adopted this 13th day of February 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Mari Bretz
Recording Secretary

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

Project: Shorter Street Drainage Improvements
Madison, AL
Madison County
#2021-001-ITB

Application No: 7
Invoice No: 46400
Invoice Date: 11/22/2022
Terms: Net 30
Due Date: 12/22/2022
Period To: 11/22/2022
Project No: 371921
Contract Date: 3/5/2021

Page 1

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

Via(Architect/
Engineer)

For:

Original Contract sum.....	281,288.29
Change Orders.....	13,627.42
Contract sum.....	294,915.71
Completed to date.....	288,107.77
Retainage.....	0.00
Total earned less retainage.....	288,107.77
Previous billings.....	280,734.88
Current payment due.....	7,372.89
Sales tax.....	0.00
Total due.....	7,372.89

RECEIVED

NOV 22 2022

CITY OF MADISON
ENGINEERING DEPARTMENT

E. Michelle Dunson
1/23/2022

[Signature]
1/23/2023

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

Project: Shorter Street Drainage Improvements
Madison, AL
Madison County
#2021-001-ITB

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Page 2

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

Via(Architect/
Engineer)

For:

No.	Description	Total Quantity	Unit	Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
01	MOBILIZATION	1	LS	30,832.04	30,832.04	1	30,832.04	30,832.04	0.00
02	TRAFFIC CONTROL - SIGNAGE	4	EA	560.53	2,242.12	4	2,242.12	2,242.12	0.00
03	TRAFFIC CONTROL - BARRICADES	4	EA	319.56	1,278.24	4	1,278.24	1,278.24	0.00
04	EROSION CONTROL - RIP RAP	200	TN	40.12	8,024.00	98	3,931.76	3,931.76	0.00
05	EROSION CONTROL - SILT FENCE	100	LF	4.29	429.00	25	107.25	107.25	0.00
06	EROSION CONTROL - FLEXAMAT PIP	16	SF	25.69	411.04	0	0.00	0.00	0.00
07	STRIP AND STOCKPILE TOPSOIL ,	50	CY	7.99	399.50	50	399.50	399.50	0.00
08	UNCLASSIFIED EXCAVATION - SPOI	600	CY	10.31	6,186.00	600	6,186.00	6,186.00	0.00
09	INSTALL 16" X 24" FT STEEL CAS	1	LS	2,989.57	2,989.57	1	2,989.57	2,989.57	0.00
10	REMOVE EXISTING 18" RCP	36	LF	25.86	930.96	36	930.96	930.96	0.00
11	MODIFY EXISTING STORM BOXES	2	EA	2,942.14	5,884.28	2	5,884.28	5,884.28	0.00
12	9 X 5 JUNCTION BOX OVER EXISTI	1	EA	4,390.72	4,390.72	1	4,390.72	4,390.72	0.00
13	9 X 5 JUNCTION BOX	1	EA	4,390.72	4,390.72	1	4,390.72	4,390.72	0.00
14	13 X 5 JUNCTION BOX OVER EXIST	1	EA	7,407.96	7,407.96	1	7,407.96	7,407.96	0.00
15	4 X 4 INLET W/ CAST IRON FRAME	1	EA	2,865.67	2,865.67	1	2,865.67	2,865.67	0.00
16	4 X 4 YARD INLET WITH PRECAST	2	EA	2,978.63	5,957.26	2	5,957.26	5,957.26	0.00
17	15" RCP FES	3	EA	1,149.96	3,449.88	3	3,449.88	3,449.88	0.00
19	36 X 58 ARCP FES	1	EA	4,188.49	4,188.49	1	4,188.49	4,188.49	0.00
20	15" RCP	112	LF	71.54	8,012.48	112	8,012.48	8,012.48	0.00
21	18" RCP	12	LF	75.45	905.40	12	905.40	905.40	0.00
22	36 X 58 ARCP	208	LF	210.10	43,700.80	208	43,700.80	43,700.80	0.00
23	10 X 4 BOX CULVERT	92	LF	969.68	89,210.56	92	89,210.56	89,210.56	0.00
24	HEAD AND WINGWALLS FOR 10 X 4	2	EA	11,307.80	22,615.60	2	22,615.60	22,615.60	0.00
25	#56 OR #78 STONE BEDDING AND B	500	TN	20.53	10,265.00	743.94	15,273.09	15,273.09	0.00
26	CRUSHED AGGREGATE BASE BACKFIL	300	TN	18.70	5,610.00	300	5,610.00	5,610.00	0.00
27	SOIL BACKFILL FROM ON SITE STO	200	CY	28.78	5,756.00	0	0.00	0.00	0.00
28	FINISH GRADING	500	SY	3.44	1,720.00	500	1,720.00	1,720.00	0.00
29	HYDROSEED	500	SY	2.47	1,235.00	0	0.00	0.00	0.00
30	REMOVE BACKFILL DEBRIS	10	LDS	400.00	4,000.00	10	4,000.00	4,000.00	0.00
31	CO2 - 18" RCP CL 3	20	LF	202.00	4,040.00	20	4,040.00	4,040.00	0.00
32	CO2 - 18" CONCRETE HEADWALL	1	EA	1,669.10	1,669.10	1	1,669.10	1,669.10	0.00
33	CO2 - JUNCTION BOX	1	EA	3,918.32	3,918.32	1	3,918.32	3,918.32	0.00

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

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

For:

Project: Shorter Street Drainage Improvements
Madison, AL
Madison County
#2021-001-ITB

Via(Architect/
Engineer)

Application No: 7
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Page 3

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
				294,915.71		288,107.77	288,107.77	0.00



AL Legal Liner

The Huntsville Times**LEGAL AFFIDAVIT**

AD#: 0010473673

Total

\$148.00

State of Alabama,) ss

County of Madison)

Catherine Copas being duly sworn, deposes that he/she is principal clerk of Alabama Media Group; that The Huntsville Times is a public newspaper published in the city of Huntsville, with general circulation in Madison County, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Huntsville Times 10/14, 10/21, 10/28, 11/04/2022

Principal Clerk of the Publisher

Sworn to and subscribed before me this 4th day of November 2022

Notary Public



Rogers Group, Inc. hereby gives notice of completion of contract with the City of Madison, Alabama for Shorter Street Drainage Improvements, #2021-001-ITB, located in Madison, Alabama. This notice will appear for four consecutive weeks beginning on 10/14/22 and ending on 11/04/22. All claims should be filed at 2512 Triana Boulevard SW, Huntsville, AL 35805 during this period.
H'ville Times: Oct. 14, 21, 28, Nov. 4, 2022

Ship To
Engineering Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To
Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Purchase Order
No. 2022-00001151
DATE 08/04/2022

VENDOR 3646 - Barge Design Solutions, Inc.

This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact
Barge Design Solutions, Inc.
615 3rd Ave. S., Suite 700
NASHVILLE, TN 37210



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE # Res. 2022-93-R, Res.2020-279-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN and CE&I for ATRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 185,584.96 19 047	185,584.9600	\$185,584.96
Invoice: 207215 \$13,526.70 19-047- WT/I-565 Improvements 2015-A Bond				
TOTAL DUE				\$185,584.96

Roger Bellomy/wcc 2022-08-04
T13:10:49-05:00

Purchasing Agent Signature

Special Instructions

Michelle
Dunson

Digitally signed by Michelle
Dunson
Date: 2023.01.19 10:30:06
-06'00'

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

BARGE

DESIGN SOLUTIONS

200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

Sheet: 1 of 1

Project Number: 3604304

Invoice Date : 1/12/2023

Billing: 7

Invoice No.: 207215

Dates: 11/26-12/30/2022

PO No.: 2022-00001151

Project Name : Wall Triana ATRIPII CEI

DIRECT LABOR

EMPLOYEE	TITLE	RATE/ HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC)	TOTAL AMOUNT
Atkerson, Julia	Administrator	28.10	0.00	0.00	3.41	0.00
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Elder, Davon	Engineer	38.47	0.00	0.00	3.41	0.00
Glass, Jeffrey	Proj. Mgr.	80.78	20.00	1,615.60	3.41	5,509.20
Hale, Lydia	Administrator	23.38	1.00	23.38	3.41	79.73
Kimbrel, Jessica	Administrator	29.11	1.00	29.11	3.41	99.27
Kimbrough, Jack	Engineer	67.31	0.00	0.00	3.41	0.00
Kimbrough, Jack	Engineer	77.66	4.00	310.64	3.41	1,059.28
Minor, Calvin	Const. Rep.	32.00	52.50	1,680.00	2.38	3,998.40
Minor, Calvin	Const. Rep.	48.00	8.00	384.00	2.38	913.92
Underhill, Curtis	Const. Rep.	33.87	14.00	474.18	2.38	1,128.55
Yates, Maleiha	Engineer	32.30	0.00	0.00	2.38	0.00
Subtotal			100.50	\$4,516.91		
	TOTAL					<u>\$12,788.34</u>

DIRECT COSTS

<u>Transportation-Mileage</u>	1181	0.625	\$738.36
TOTAL			<u>\$738.36</u>

OTHER COSTS

Consultants	ALDOT	X1.05	\$0.00
TOTAL			<u>0.00</u>

AMOUNT REQUESTED THIS STATEMENT

\$13,526.70

Ceiling Summary

Project Fee	\$185,584.96
Billed To Date	<u>87,305.07</u>
Balance	<u>\$98,279.89</u>

Percent Used

47.04%

Michelle
Dunson

Digitally signed by Michell
Dunson
Date: 2023.01.19 10:28:51
-06'00'

Approved to Pay


 Michael Johnson, City Engineer

City Council Agenda 2/13/23

CITY OF MADISON, ALABAMA

**2015-A
BOND PAYMENT
REQUISITION FORM**

TO: Pay to the order of (vendor): Barge Design Solutions, Inc.

Vendor Number: 3646

A requisition and payment request is hereby requested for the payment of \$ 185,584.96 to the above listed vendor.

FOR: Requisition from Construction Fund for the Series 2015-A Improvements.

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection Improvements

Project Number: 19-047

Professional construction, engineering and inspection services for the ATRP2-45-2020-327 project for Wall Triana and I-565 Intersection Improvements (City Project #19-047). Approved by Res. 2022-93-R on March 28, 2022.

This is a public City project and proceeds from the 2015-A Bond issue can be used to pay for these professional services.

By signing below, the undersigned representatives of the City of Madison (the "City") hereby certify as follows:

(1) The purpose for which such payment is to be made has been authorized in the ordinance authorizing the issuance of the Series 2015-A Warrants and complies in all respects with Section 6.01(c) and 6.01(f) of said ordinance and the Non-Arbitrage Certificate dated May 5, 2015.

(2) The City is not paying for an expense heretofore incurred with respect to the Series 2015-A Improvements prior to March 25, 2015, except as otherwise permitted in Treasury Reg. 1.150-2.

This 23rd day of August, 2022.

CITY OF MADISON

By [Signature]
Department Head (signature of department making request)

And

By [Signature]
Its Mayor – Paul Finley (signature)

And

By [Signature]
Its Finance Director – Roger D. Bellomy (signature)

2/2/23, 10:21 AM

BizDocs



Invoice

Elite Storage Products
PO Box 517
Collierville, TN 38027
Phone: (901) 367-3930
Fax: (901) 367-3931

Bill To

City of Madison Alabama

U.S.

Ship To

U.S.

Date: 02/02/2023

Sales Order: SO-5704

Terms: Net 30

Doc ID: INV-2271

Project ID:

PO Number:

Comments

Item	Units	Ordered Qty	Description	Unit Cost	Unit Sale Price
Madison Multi-Purpose Visitor Clubhouse Lkr Add	0.5	1	Material Scope Included - 2 frames / 2 opening: 33x24x72 heavy-duty knock down open front metal lockers w/ security box and foot locker Services Included - -Assembly -Shipping -Installation . . . Payment Terms - 100% Pre Pay at time of PO	0.00	5,000.00

SubTotal:	USD 2,500.00
Total Sales Tax:	USD 0.00
Grand Total:	USD 2,500.00


 Partial Payment #1

Ship To

Finance Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To

Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Purchase Order

No. 2023-00000445

DATE 01/25/2023

VENDOR 3731 - Elite Storage Products

This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact

Sarah Montague
PO Box 517
Collierville, TN 38027



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE #RES # 2023-052-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.0000	Each	*Item - METAL LOCKER WITH SECURITY BOX AND FOOT LOCKER: 33X24X72 73-010-000-2215-90 - Repairs - Stadium 5,000.00	2,500.0000	\$5,000.00
		Partial Payment #1 Invoice #INV-2271 \$2,500.00		
SUBTOTAL				\$5,000.00
SALES TAX				\$0.00
TOTAL DUE				\$5,000.00

Rogin D. Bellomy
Purchasing Agent Signature

Special Instructions

PAY FROM VENUE MAINTENANCE CHECKING

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

Ship To

Finance Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To

Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Purchase Order

No. 2023-00000445

DATE 01/25/2023

VENDOR 3731 - Elite Storage Products

This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact

Sarah Montague
PO Box 517
Collierville, TN 38027



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE # RES # 2023-052-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.0000	Each	*Item - METAL LOCKER WITH SECURITY BOX AND FOOT LOCKER: 33X24X72 73-010-000-2215-90 - Repairs - Stadium 5,000.00	2,500.0000	\$5,000.00

Reggie D. Bellomy
Purchasing Agent Signature

SUBTOTAL \$5,000.00

SALES TAX \$0.00

TOTAL DUE \$5,000.00

Special Instructions

PAY FROM VENUE MAINTENANCE CHECKING

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

Ship To

Planning Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To

Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Purchase Order

No. 2023-00000449

DATE 01/26/2023

VENDOR 3732 - Tate Ornamental, Inc.

This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact

Scott Dunlap
496 Sage Road
WHITE HOUSE, TN 37188



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE # RES # 2023-052-R

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.0000	Each	*Item - 32" CUSTOM LOCKERS-WHITE OAK VENEER WITH DRAWERS-WD-3 MATTE FINI 73-010-000-2215-90 - Repairs - Stadium 13,790.00	6,895.0000	\$13,790.00

Regw D. Bellomy
Purchasing Agent Signature

SUBTOTAL \$13,790.00

SALES TAX \$0.00

TOTAL DUE \$13,790.00

Special Instructions

PAY FROM VENUE MAINTENANCE CHECKING

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

Ship To

Planning Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To

Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Item G.

Purchase Order

No. 2023-00000431

DATE 01/30/2023

Changed Purchase Order

VENDOR 3111 - LOWE'S COMPANIES, INC.

This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact

LOWE'S COMPANIES, INC.
ACCT 9900-038491-9
PO BOX 530954
ATLANTA, GA 303530954



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
2.0000	Each	*Item - Eastman 8-ft 3/8" Compression Inlet Dishwasher Connector 73-010-000-2215-90 - Repairs - Stadium 62.66	Open	31.3300	\$62.66
1.0000	Each	*Item - Frigidaire 15.5 cu ft Frost Free Upright Freezer Stainless Steel 73-010-000-2215-90 - Repairs - Stadium 806.56	Open	806.5600	\$806.56
2.0000	Each	*Item - GE Top Control 24-in Built-in Dishwasher (Stainless Steel) 73-010-000-2215-90 - Repairs - Stadium 1,366.10	Open	683.0500	\$1,366.10
1.0000	Each	*Item - MUSTEE 25-UB X 40-IN WHITE FREESTANDING LAUNDRY SING 73-010-000-2215-90 - Repairs - Stadium 422.61	New Item	422.6100	\$422.61
1.0000	Each	*Item - Sharp 0.9 cu ft 900 watt Countertop Microwave Stainless 73-010-000-2215-90 - Repairs - Stadium 113.05	Open	113.0500	\$113.05
		Total Cost		\$2,770.98	
		Amount Voided		\$0.00	
		Amount Expensed		\$0.00	
		Amount Encumbered		\$2,770.98	
		Amount Discounted		\$0.00	
		Amount Remaining		\$2,770.98	
TOTAL DUE					\$2,770.98

Purchasing Agent Signature

Special Instructions

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

Ship To

Finance Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To

Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Item H.

Purchase Order

No. 2023-00000466

DATE 01/30/2023

VENDOR 3395 - Ferguson Enterprises, LLC # 20

This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

Contact

Kenneth Pennington
326 Dan Tibbs Road, NW
HUNTSVILLE, AL 35806



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - SPORTS HYDROTHERAPY TUB 110G SPORTS WHIRLPOOL-W/LEGS 73-010-000-2215-90 - Repairs - Stadium 9,733.33	9,733.3300	\$9,733.33

Purchasing Agent Signature

SUBTOTAL \$9,733.33

SALES TAX \$0.00

TOTAL DUE \$9,733.33

Special Instructions

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

Ship To

Planning Department
City of Madison
100 Hughes Road
Madison, AL 35758

Bill To

Accounts Payable
City of Madison
100 Hughes Road
Madison, AL 35758

Purchase Order

No. 2023-00000485

DATE 02/08/2023

Item I.

VENDOR 2220 - Wallace Construction, LLC

Contact

Wallace Construction, LLC
P. O. Box 247
Huntsville, AL 35804



This purchase is tax exempt for the City of Madison
under State of Alabama law no.40-23-4(11)

NON-NEGOTIABLE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - Construction/Maintenance Services for Phase 1 Improvements 73-010-000-2215-90 - Repairs - Stadium 18,664.00	18,664.0000	\$18,664.00

Rogee D. Bellomy
Purchasing Agent Signature

SUBTOTAL \$18,664.00

SALES TAX \$0.00

TOTAL DUE \$18,664.00

Special Instructions

1. Purchase order numbers must appear on invoices and shipping labels
2. No consolidated statements will be paid
3. No Invoices will be processed without a purchase order number
4. All bills must be sent to Accounts Payable
5. Notify immediately if unable to ship by date specified
6. Substitutes must be approved
7. This is your authority as supplier to deliver the items listed above

Wallace Construction, LLC

PO Box 247
Huntsville, AL 35804
Phone: 256.715.8101
Fax: 256.964.6406
office@wallace.bz

Proposal

Project: Madison Visitor Commissary

Date: 2/8/2023

For your consideration, please review the following scope of work for the above referenced project:

- Install new dishwasher and associated plumbing in multi-use room
- Provide new plastic laminated counter and relocated laundry room counter in multi-use room
- Install new dishwasher in players lounge along with associated millwork
- Relocate data/phone jack in coaches locker room
- Remove marker board and wood wall panel in the home clubhouse.
- Relocate existing electrical/AV outlet in home clubhouse to make room for new lockers.
- Omit laundry room from scope of work dated 1/17/2023 per facility maintenance's request.

Total	\$18,664.00
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Thank you for your consideration and please contact me if you have any questions. All quotes for labor and material are good for a period of seven days.

Respectfully,

Nick Carr

nick@wallace.bz

RESOLUTION NO. 2023-018-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH WELLSTONE, INC.
(Wellstone) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Wellstone, Inc. (Wellstone) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Forty thousand dollars (\$40,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between **WELLSTONE, Inc.** (hereinafter “WellStone”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

WITNESSETH:

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

WHEREAS, WellStone, formerly known as the Mental Health Center of Madison County, will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that WellStone shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to WellStone the sum of forty thousand dollars and no cents (\$40,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. WellStone pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, WellStone agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by WellStone.

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

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

WellStone, Inc.

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

 Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

WellStone Inc., is a comprehensive, public non-profit, community mental health center that has served the citizens of Madison County since 1969. Employing 375 people and providing 285,000 services to 13,700 people last year, WellStone provides services to children, adolescents, and adults who experience a mental illness and/or substance use disorder. Services range from traditional outpatient counseling, to intensive outpatient, case management outreach, structured day treatment, and 24/7 residential care. All programs of WellStone are fully certified by the Alabama Department of Mental Health and independent audits of WellStone's financial and clinical performance are routinely completed by external payers. WellStone also operates the **Nova Center for Youth & Family** that provides care to children and adolescents and **New Horizons Recovery Center** that specializes in addictions treatment. WellStone provides services primarily in the community and operates multiple residential homes across the county in addition to two primary treatment campuses in Huntsville. Six of the 18-member Board of Directors at WellStone are appointed by the City of Huntsville and half are appointed by Madison County (3 current members of the Board are Madison residents).

WellStone is primarily funded by a contract with the Alabama Department of Mental Health and through Medicaid insurance billing. These state funds are primarily used as match to draw down federal Medicaid dollars as payment for many of the services provided. These state and federal funds comprise about two-thirds of the total revenues for WellStone and other funding sources include private commercial insurance companies, payments directly from clients, small grants and contracts with local entities, and appropriations from local government. WellStone provides services regardless of ability to pay and utilizes a sliding fee scale that is based on family income and family size.

With an appropriation of \$40,000 from the City of Madison, WellStone will:

1. Underwrite part of the cost of treatment for Madison residents who are eligible for a sliding fee scale (they do not have third-party payer sources).
2. Work to expand clinical and educational services to the almost 1,000 Madison residents served last year.

With additional funding, WellStone can provide more services to more people and provide more discounted care to Madison residents who do not have third-party payment. The Board of Directors of WellStone appreciates the support and partnership of the City of Madison as we work together to enhance the quality of life for all citizens, including the 1 in 5 people every year who experience a mental health and/or substance use disorder.

RESOLUTION NO. 2023-019-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE BOTANICAL GARDEN (HBG) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Huntsville Botanical Garden (HBG) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars (\$10,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

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1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that HBG shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HBG the sum of ten thousand and no cents (\$10,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HBG pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HBG agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HBG.

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

HUNTSVILLE BOTANICAL GARDEN

Its: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

46

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

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

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

		Total	Madison	%
Visitors	Of the Visitors from the State of Alabama, those from the City of Madison	151,591	36,671	24%
	Of all Visitors to the Garden, those from the City of Madison	192,271	36,671	19%
Memberships		9,815	2,423	25%
Volunteers	Residents of the City of Madison provided 6,011.17 hours of service.	1,279	349	28%
Education Programs:				
School Field Trips from Heritage, Columbia, Mill Creek, Horizon and Rainbow Elementary Schools	Targeted for students in Grades K through 4, Garden learning experiences are an extension of the classroom, STEM based and in line with National and Alabama Science Standards.	Students: 5,609 Parents: 2,475	863 173	15% 7%
Spring Break STEM Camp	Designed to immerse children (Grades K through 6) in nature and foster their connection to the natural world through hands-on, engaging STEM activities.	44	10	23%
Summer STEM Camp		1,391	403	29%
Fall Break STEM Camp		41	14	34%
Seeds to Sprouts	Children ages 2 through 5 discover the wonder of nature and science.	291	69	24%
Nature Academy	Provides hands-on science classes to enrich STEM learning for homeschool, public and private school students in Grades K through 8.	518	126	24%
Family Programing	Examples include family campouts, night hikes at the Garden, etc.	1,327	285	21%
Adult Education	Provides a variety of opportunities for adults to expand their knowledge of plants and their place in nature.	540	112	21%
Youth Volunteer Program	Engages teenagers in hands-on outdoor work during the summer under the mentorship of STEM professionals where they gain real-world experience in horticulture, environmental education and plant conservation.	39	19	49%
Community Outreach	Participated in a Summer Reading Program at the Madison Public Library		15	
Staff	Regular, Full-Time Employees	57	8	14%
	Regular, Part-Time Employees	7	5	71%
	On-Call, Seasonal Temporary	65	16	25%
	Total	129	29	22%

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

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

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

To this purpose, our request for funding from the City of Madison is to utilize the Fiscal Year 2023 appropriation of \$10,000 to supplement the Huntsville Botanical Garden's Operating Budget.

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

RESOLUTION NO. 2023-020-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH CRISIS SERVICES OF NORTH ALABAMA (CSNA) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Crisis Services of North Alabama (CSNA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars (\$10,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **CRISIS SERVICES OF NORTH ALABAMA** (hereinafter "CSNA") and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the "City").

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that CSNA shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to CSNA the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. CSNA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, CSNA agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by CSNA.

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

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

CRISIS SERVICES OF NORTH ALABAMA

By: _____

Its: Executive Director

Date: _____

STATE OF ALABAMA	§
	§
COUNTY OF MADISON	§

I, the undersigned Notary Public in and for said County in said State, hereby certify that Janet Gabel, whose name as Executive Director of the Crisis Services of North Alabama, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor_____
Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

EXHIBIT A

Crisis Services of North Alabama, Inc. (CSNA) is pleased to partner with the City of Madison to offer its residents lifesaving, life-changing services. At any time of the day or night, 24 hours a day, 365 days a year, CSNA may be providing services to City of Madison residents such as:

- The rape victim who has come to CSNA's Community Services Building for a forensic examination, advocacy and counseling following her traumatic experience.
- The domestic violence victim who has been brutally beaten by her partner, and her children are terrified and wondering where they can go to be safe because home is not that place.
- The woman and her children who walk through the door of HOPE Place where they will be safe and can begin to heal.
- The domestic violence victim whose advocate is explaining the court process and providing support to the victim through that process.
- The veteran who is contemplating suicide and is talking with a HELPLine Crisis Call Specialist, who is there to assess; stabilize; identify risk and protective factors; and develop a plan of action to prevent suicide.
- Sharing a virtual counseling session with an adult or child victim of domestic violence.

In the 2022-2023 fiscal year, CSNA projects it will provide the following services to City of Madison residents*:

- * 500 nights of emergency shelter and services for domestic violence victims and their children.
- * 682 victims of domestic and sexual violence with advocacy, crisis counseling and emotional support. Support includes direct assistance (rent and utility deposits, procurement of identification and other important documents, etc.) for City of Madison residents who are victims of domestic violence.
- * 17 victims of domestic and sexual violence with forensic exams to collect evidence and document injuries.
- * 1,800 HELPLine callers who may be in danger, have just experienced traumatic victimization, are contemplating suicide or who are alone and just need someone to talk with.
- * 1,000 students who are learning how to questions and help their friends who may be contemplating suicide. CSNA adapted its education to a virtual platform which was used at the height of the pandemic and is still a possibility, if needed, but most classes are currently being done in person.

The cost to those receiving the services – nothing. The cost of these services to CSNA is estimated at \$176,289. The \$10,000 appropriation from the City of Madison's FY 23 budget will be directed toward the expenses to provide services to its residents.

- * Pandemic effects – As we enter 2023 and a new phase of the pandemic, CSNA continues to operate all its services 24 hours a day, 365 days a year and to use all avenues available through employ technology and resources to creatively interact with those in need in safe and healthy ways to handle crisis.

RESOLUTION NO. 2023-021-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH THE ENRICHMENT CENTER
(TEC) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION
FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with The Enrichment Center (TEC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Twenty thousand dollars (\$20,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

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AGREEMENT

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

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that TEC shall provide essential services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to TEC the sum of twenty thousand dollars and no cents (\$20,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. TEC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, TEC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by TEC.
5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by TEC regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or

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

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

THE ENRICHMENT CENTER

Its: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public



Exhibit A: The Enrichment Center School-Based Therapy Program | Madison City SchoolsFY23

The Enrichment Center will utilize the \$20,000 in funding from the City of Madison to continue providing school-based mental health therapy services to students in Madison City Schools. The funding for FY23 will be used to support the increase in services that has been requested by Madison City Schools Board of Education for the 2022-2023 school year. Additionally, this funding will allow us to ensure all our Enrichment Center team members receive the necessary continuing education required for their licensure.

The Enrichment Center will provide the following services during the 2022-2023 school year:

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

RESOLUTION NO. 2023-022-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HEALTH ESTABLISHMENTS
AT LOCAL SCHOOLS (HEALS) FOR AGENCY SERVICES RELATED TO THEIR
ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Health Establishments At Local Schools (HEALS) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

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THIS AGREEMENT IS MADE between the **HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS** (hereinafter “HEALS”) and the **CITY OF MADISON, ALABAMA**, a municipal corporation (hereinafter the “City”).

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that HEALS shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to HEALS the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. HEALS pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, HEALS agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by HEALS.

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

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

HEALTH ESTABLISHMENTS AT LOCAL SCHOOLS

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

EXHIBIT A

HEALS, INC., in support of National Children's Dental Month, and Madison City Schools will provide dental screenings for upcoming pre-K, Kindergarten, and as needed other students in Madison City.

The dental screenings will be conducted by a Board Certified DDM and two licensed Dental Hygienists. They will take place over a three- to five-day period and be hosted out of the Rainbow Pre-School Facility and Midtown Elementary School.

In a period of three to five days, we can screen approximately 1,350 students. As screenings are conducted and any issues identified – cavities, tooth repair, etc. we will work with families to refer students to one of existing HEALS clinics at Martin Luther King Jr. Elementary, Madison Crossroads Elementary or Sonny Hereford Elementary.

Every student seen will receive a toothbrush and toothpaste and receive a visit from our very own tooth fairy!

RESOLUTION NO. 2023-057-R**A RESOLUTION AUTHORIZING AGREEMENT WITH THE NORTH ALABAMA
HIGHWAY SAFETY OFFICE FOR TRAFFIC SAFETY GRANT FUNDS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is hereby directed and authorized to execute all necessary documentation accepting grant funds in accordance with the terms and conditions of the document attached hereto and identified as "Traffic Enforcement Agreement," such execution to be done in the name of and on behalf of the City, and that the City Clerk-Treasurer is directed and authorized to appropriately attest the same.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138
Eddierussell4nahso@gmail.com

Traffic Enforcement Agreement

Fiscal Period: October 01, 2022 – September 30, 2023

(NOT the same as a grant's authorized spending period during this Agreement Period)

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2022-FP-CP-037.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the 17 County ADECA/LETS Region herein the North Central Alabama area. The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following:

Madison City Police Department, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2022 through September 30, 2023; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. NO AGENCY will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; **(1.)** contract with NAHSO, **(2.)** CORE Project Reimbursement Form, **(3.)** CORE Roll-Up form, **(4.)** CORE signed contact report(s) for each person claiming reimbursement hours on the grant, **(5.)** copy or electronic image of every citation and warning citation claimed on the grant, **(6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant,** **(7.) City or County overtime policy.** The above-mentioned paperwork should be kept on file by each agency for

no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY' Pay Period Follows.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a "Review of Claims Process" by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

The **AGENCY**, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but **shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents.** NAHSO assumes **no responsibility** the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

"Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

Signatures required:

Signature of AGENCY's **Authorizing Official**
(Mayor/Comm. Chair) authorized to enter Agreement

Printed Name of Authorizing Official and Title
Mayor/Comm. Chair

Signature of AGENCY's **Chief Law Enforcement Official**
(Chief of Police or (Sheriff))

Johnny L. Gandy, Police Chief
Printed Name of Chief LE Official and Title
(Chief/Sheriff)

Eddie Russell
Signature of Region Director
North Central Alabama Highway Safety Office

Eddie Russell
Printed Name of Region Director

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on Monday and end at 12:00am on the following Sunday.

HOURS OF WORK:

A normal shift consists of _____ continuous hours with 0 hour for lunch. The

Lunch hour shall be taken on **(paid / unpaid)** time. (CHOOSE ONE)

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after _____ hours of continuous work for a given day.
- B. Overtime pay shall begin after 56/40/24 hours of work for a given WORK WEEK.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick Days, allowable personal days, bereavement days or other days as designated by the

GOVERNING ENTITY. Said paid hours **(shall / shall not)** (CHOOSE ONE) count as hours worked for

Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the

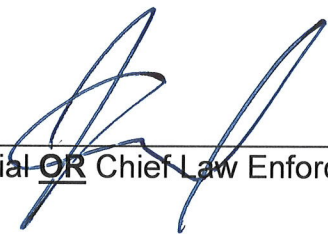
Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NAHSO for Traffic Safety Projects.

To determine the “hourly rate” for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The “hourly rate” thus determined shall then be used on Form 1 for that Employee.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.



Chief Elected Official OR Chief Law Enforcement Official

Date 1-26-2023

DEPARTMENTAL POINT OF CONTACT WILL BE that will Handle This Grant will be:

NAME: Captain Nic McRae

Printed

Phone Number: 256-924-5791

Email: Nick.McRae@madisonal.gov

RESOLUTION NO. 2023-068-R**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH STRYKER INC.**

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 Stryker Inc. for the maintenance of LifePak 15's, LifePak 1000's and Lucas devices for a period of one year, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Purchase Order Form" 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 Stryker Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

Sales Rep Name: Tyler Sanders
ProCare Service Rep: Andy Henderson

3800 E. Centre Ave
Portage, MI 49009

Date: 2/1/2023
ID #: 230112141941

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1329102
Shipping Acct Num: 1329102
Account Name: Madison Fire and rescue
Account Address: 101 Mill Rd
City, State Zip: Madison, AL 35758

Name: Chad Menard
Title: EMS
Phone: 256-762-6003
Email: chad.menard@madisonal.gov

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP15	LifePak 15	LP15 Prevent Onsite	5	1		\$10,495.00
2	LUCAS	LUCAS	LUCAS Prevent Onsite	5	1		\$8,185.00
3	LP1000	LifePak 1000	LP1000 PM Only Onsite	4	1		\$1,848.00

PROGRAM INCLUDES:**LUCAS Prevent Onsite:**

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:

ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP1000 PM Only Onsite:

ProCare LIFEPAK 1000 Preventive Maintenance: Annual onsite preventive maintenance inspection with battery coverage

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	\$20,528.00
Discount	15%
FINAL TOTAL	\$17,448.80

Start Date: 2/14/2023
End Date: 2/13/2024

Stryker Signature

Date

Customer Signature

Date

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.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	48011306	LP15 Prevent Onsite
2	LP15	48013354	LP15 Prevent Onsite
3	LP15	48011186	LP15 Prevent Onsite
4	LP15	48011056	LP15 Prevent Onsite
5	LP15	48011049	LP15 Prevent Onsite
6	LUCAS	30136842	LUCAS Prevent Onsite
7	LUCAS	30148217	LUCAS Prevent Onsite
8	LUCAS	30137363	LUCAS Prevent Onsite
9	LUCAS	3520N921	LUCAS Prevent Onsite
10	LUCAS	30135804	LUCAS Prevent Onsite
11	LP1000	48524025	LP1000 PM Only Onsite
12	LP1000	42323897	LP1000 PM Only Onsite
13	LP1000	41678786	LP1000 PM Only Onsite
14	LP1000	41678789	LP1000 PM Only Onsite

Purchase Order Form



Account Manager

Cell Phone

Purchase Order Date

Expected Delivery Date

Stryker Quote Number230112141941

Check box if Billing same as Shipping

BILL TO		CUSTOMER #	
Billing Account Num	1329102		
Company Name			
Contact or Department			
Street Address			
Addt'l Address Line			
City, ST ZIP			
Phone			

SHIP TO		CUSTOMER #	
Shipping Account Num	1329102		
Company Name	Madison Fire and rescue		
Contact or Department	Chad Menard		
Street Address	101 Mill Rd		
Addt'l Address Line			
City, ST ZIP	Madison , AL 35758		
Phone	256-762-6003		

Authorized Customer Initials

Authorized Customer Initials

DESCRIPTION		QTY	TOTAL
REFERENCE QUOTE			

Accounts Payable Contact Information

Name

Email

Phone

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name

Title

Signature

Date

Attachment

Stryker Quote Number

230112141941

*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. 2023-058-R

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

QUANTITY	DESCRIPTION	MILEAGE
1	2010 Ford Crown Vic VIN# 2FABP7BV2AX119019	152,053
1	2010 Ford Crown Vic VIN# 2FABP7BV0AX119021	177,058
1	2010 Ford Crown Vic VIN# 2FABP7BV3AX119014	151,413
1	2010 Ford Crown Vic VIN# 2FABP7BV3AX118252	127,435

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

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

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

Ranae Bartlett, City Council President
 City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February, 2023.

Paul Finley, Mayor
 City of Madison, Alabama



City of Madison, Alabama

Capital Assets

Disposal Form

Capital Assets Tag No. City Asset 05974
(Existing Assets Number)

Date: 1-26-23

Department: Police

Item Description:

Serial/Model #: 2FABP7BV3AX119014 2010 Ford Crown Vic Unit 238 New: ☐ Used: ☒

Location: 400 Celtic Drive Madison, AL

Vendor Name: _____

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

Date Item Acquired: _____

Cost or Donated Value: _____

Enhancements: Odometer 151413 dent RF fender; LF park lens broke, missing pass headrest.

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)

1-26-23
Date:

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

(Below this line)

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: 1-26-23

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: 1-26-23

Signature, City Clerk-Treasurer _____

1-26-23
Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Capital Assets Tag No. City Asset Unknown
(Existing Assets Number)

Date: 1-26-23

Department: Police

Item Description:

Serial/Model #: 2FABP7BV2AX119019 2010 Ford Crown Vic Unit 243 New: ☐ Used: ☒

Location: 400 Celtic Drive Madison, AL

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

Odometer 152,053

LR Window Inoperable

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)

1-26-23

Date:

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

(Below this line)

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date: 1-26-23

Minutes #:

SOLD TO:

Address:

Proceeds:

Date: 1-26-23

Signature, City Clerk-Treasurer

1-26-23

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Capital Assets Tag No. City Asset 05981
(Existing Assets Number)

Date: 1-26-23

Department: Police

Item Description:

Serial/Model #: 2FABP7BV0AX119021 2010 Ford Crown Vic Unit 245 New: ☐ Used: ☒

Location: 400 Celtic Drive Madison, AL

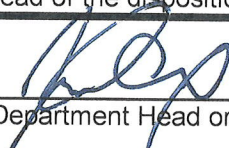
Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: _____

Enhancements: Odometer 177,058 DR Front Parking light damaged, Front tires slow leak

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: 

1-26-23
Date:

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

(Below this line)

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: 1-26-23

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: 1-26-23

Signature, City Clerk-Treasurer _____

1-26-23
Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Capital Assets Tag No. City Asset 06223

(Existing Assets Number)

Date: 1-26-23

Department: Police

Item Description:

Serial/Model #: 2FABP7BV3AX118252 2010 Ford Crown Vic Unit 252

New: ☐ Used: ☒

Location: 400 Celtic Drive Madison, AL

Vendor Name:

Asset Class:

Activity Code:

Fund: Acct. No.:

Date Item Acquired:

Cost or Donated Value:

Enhancements:

Odometer 127,435

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)

1-26-23

Date:

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

(Below this line)

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date: 1-26-23

Minutes #:

SOLD TO:

Proceeds:

Address:

Date: 1-26-23

Signature, City Clerk-Treasurer

1-26-23

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2023-069-R

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

WHEREAS, the City of Madison 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	Motorola MaxTrac 100 #428FPN0458
1	Motorola MaxTrac 100 #356TVQ0640
1	2 Drawer Wood Filing Cabinet

; and

WHEREAS, the Parks & Recreation 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 Parks & Recreation Department is hereby authorized to dispose of the surplus personal property, as listed above.

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

ATTEST:

Ranae Bartlett, City Council President
 City of Madison, Alabama

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

APPROVED this 13th day of February, 2023.

Paul Finley, Mayor
 City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. Green 02080
(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Motorola MaxTrac 100

Serial/Model #: #356TVQ0640/#D51MJA97A3AK

New: ☐ Used: ☒

Location: Dublin Park

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: _____

N/A

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: *Fory Alfred*
(Department Head or Designee)

01/25/23
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. Green 1140
(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Motorola MaxTrac 100

Serial/Model #: #428FPN0458/ #D51MJA93A5AK

New: ☐ Used: ☒

Location: Dublin Park

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: _____

N/A

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: *Corey Alford*
(Department Head or Designee)

01/25/23
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. Green 01667

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: 2 Drawer Wood Filing Cabinet/Table

Serial/Model #: NONE

New: ☐ Used: ☒

Location: Dublin Park

Vendor Name: Unknown

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

Date Item Acquired: Unknown Cost or Donated Value: Unknown

Enhancements: _____

N/A

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) [Signature]

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

RESOLUTION NO. 2023-070-R

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

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

Quantity	Description
1	HARDIMAN PL: tot town castle fun (asset tag-6195/asset code-003104)
1	ASHLEY PARK: net climber (asset tag-2887/asset code-000825)
1	Zero Turn Tractor w/Deck (asset tag-5067/asset code-001220)
1	Zero Turn Mower w/Deck #13587 (asset tag-5545/asset code-001226)
1	DUBLIN: Kubota ZD323-60 Zero-Turn (asset tag-6545/asset code-001272)
1	Zero Turn Mower w/Deck #30228/ZD3 (asset tag-6089/asset code-002419)
1	Zero Turn Mower w/Deck #30219/ZD3 (asset tag-6090/asset code-002420)
1	EZGO Golf Cart w/Battery Charger (asset tag-6097/asset code-002423)
1	2007 Goshen Coach Pacer II Van (Last 4 of VIN#6606)
1	2004 Chevrolet Suburban- (Last 4 of VIN#2482)
1	Cushman Groom Master Drag
1	Cub Cadet Zero Turn Mower
1	Cub Cadet Zero Turn Mower with Bagger

; and

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

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

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of February, 2023.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 003104

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Castle Fun Center 1

Serial/Model #: 902-863

New: ☒ Used: ☐

Location: Hardiman Place Park

Vendor Name: Tot Town

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

Date Item Acquired: 12/07/2009 Cost or Donated Value: \$2,871.00

Enhancements:

N/A

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

Signature: (Department Head or Designee)

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 000825

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Net Climber

Serial/Model #: 301-135

New: ☒ Used: ☐

Location: Ashley Park

Vendor Name: Bluegrass Playgrounds

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

Date Item Acquired: 07/23/1999 Cost or Donated Value: \$666.00

Enhancements: _____

N/A

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) [Signature]

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: _____ Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

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. 5067 (001220)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Kubota Zero Turn Mower

Serial/Model #: Serial#16148/ZD25

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Huntsville Tractor

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

Date Item Acquired: 12/20/2006 Cost or Donated Value: \$9,518.90

Enhancements:

N/A

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

Signature: (Department Head or Designee)

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 001226 (5545)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Kubota Zero-Turn Mower

Serial/Model #: Serial#13587/ZD326

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Huntsville Tractor

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

Date Item Acquired: 03/04/2008

Cost or Donated Value: \$9,937.13

Enhancements:

N/A

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

Signature: (Department Head or Designee)

Date:

***** 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. 001272 (6545)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Kubota Zero Turn Mower

Serial/Model #: Serial#34205/ZD323

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Huntsville Tractor

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

Date Item Acquired: 06/03/2013

Cost or Donated Value: \$11,238.87

Enhancements:

N/A

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

Signature: (Department Head or Designee)

Date:

***** 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. 002419 (6089)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Kubota Zero-Turn Mower

Serial/Model #: Serial#30228/ZD326

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Huntsville Tractor

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

Date Item Acquired: 03/04/2010 Cost or Donated Value: \$10.891.00

Enhancements:

N/A

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

Signature: (Department Head or Designee)

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 6090 (002420)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Kubota Zero Turn Mower

Serial/Model #: Serial#30219/ZD326

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Huntsville Tractor

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

Date Item Acquired: 03/04/2010 Cost or Donated Value: \$10,891.00

Enhancements: _____

N/A

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) *Fory Alfred*

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 002423 (6097)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: EZGO Golf Cart

Serial/Model #: 2526123

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: EZGO

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

Date Item Acquired: 08/18/2010 Cost or Donated Value: \$4418.00

Enhancements:

N/A

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)

01/25/23
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. 001436 (5543)

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: 2007 Goshen Coach Pacer II Van

Serial/Model #: VIN# 1FDWE35L37DB366016

New: ☒

Used: ☐

Location: Dublin Park

Vendor Name:

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

02/11/2008

Cost or Donated Value:

\$44589

Enhancements:

N/A

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

Signature: (Department Head or Designee)

Date:

***** 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. 4683

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: 2004 Chevy Suburban

Serial/Model #: VIN# 1GNEC16Z54J122482

New: ☐

Used: ☒

Location: Palmer Park

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: Nov. 2019

Cost or Donated Value: _____

3500.00

Enhancements: _____

N/A

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) *Long Alfred*

01/25/23
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. Unavailable

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: Infield Super Rake

Serial/Model #: #99002744/Cushman Groom Master

New: ☒

Used: ☐

Location: Palmer Park

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: 05/24/1999

Cost or Donated Value: _____

\$12,885.00

Enhancements: _____

N/A

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) Kory Albright

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. NONE
(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: CUB CADET 46 INCH ZERO TURN RIDER

Serial/Model #: 1K083H10090 /RZTS

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Cub Cadet

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

Date Item Acquired: 2014 Cost or Donated Value: UNAVAILABLE

Enhancements: _____

N/A

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) *Kory Alfred*

Date: 01/25/23

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

(Below this line)

Section 3

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer _____

Date _____

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. NONE

(Existing Assets Number)

Section 2

Date: 01/25/2023

Department: Recreation

Item Description: CUB CADET 46 INCH ZERO TURN RIDER

Serial/Model #: 1K083H10153/RZTS

New: ☒ Used: ☐

Location: Palmer Park

Vendor Name: Cub Cadet

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

Date Item Acquired: Unavailable Cost or Donated Value: Unavailable

Enhancements: _____

N/A

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) [Signature]

01/25/23
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

ORDINANCE NO. 2023-006

**AN ORDINANCE OF THE CITY OF MADISON RELATING TO ZONING &
AMENDING THE OFFICIAL ZONING MAP, AS LAST AMENDED, BY
CLASSIFYING A PARCEL OF LAND HEREINAFTER DESCRIBED AS B3
(GENERAL BUSINESS DISTRICT).**

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

SECTION 1. That, pursuant to Article XI of the Zoning Ordinance of the City of Madison, Alabama, as amended, and the authority granted to municipalities by *Ala. Code* §§11-52-77 and 78, the Official Zoning Map of the City of Madison, as last amended, is hereby further amended by classifying the following area of real property, which is depicted on the map attached to this Ordinance, as B3 (General Business District):

STATE OF ALABAMA
COUNTY OF MADISON
417 JOHN HENRY WAY

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS BEING A PART OF TRACT 3 OF THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 3.

THEN FROM THE POINT OF BEGINNING AND ALONG THE NORTHERN BOUNDARY OF SAID TRACT NORTH 77 DEGREES 29 MINUTES 21 SECONDS EAST A DISTANCE OF 279.92 FEET TO A POINT.

THEN CONTINUE ALONG THE NORTHERN BOUNDARY OF SAID TRACT NORTH 77 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 13.23 FEET TO A POINT.

THEN LEAVING SAID BOUNDARY SOUTH 12 DEGREES 30 MINUTES 38 SECONDS EAST A DISTANCE OF 145.09 FEET TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 14.68 FEET TO A POINT.

THEN SOUTH 12 DEGREES 30 MINUTES 38 SECONDS EAST A DISTANCE OF 529.58 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 105.72 FEET TO A POINT.

THEN ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.50 FEET AND A DELTA ANGLE OF 44 DEGREES 35 MINUTES 04 SECONDS A DISTANCE OF 29.96 FEET (A CHORD BEARING AND DISTANCE OF NORTH 80 DEGREES 13 MINUTES 06 SECONDS WEST, 29.21 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID BOUNDARY NORTH 57 DEGREES 55 MINUTES 33 SECONDS WEST A DISTANCE OF 73.25 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY NORTH 52 DEGREES 06 MINUTES 29 SECONDS WEST A DISTANCE OF 94.57 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 145.00 FEET AND A DELTA ANGLE OF 39 DEGREES 35 MINUTES 50 SECONDS A DISTANCE OF 100.21 FEET (A CHORD BEARING AND DISTANCE OF NORTH 32 DEGREES 18 MINUTES 39 SECONDS WEST, 98.23 FEET TO A POINT.

THEN CONTINUE ALONG SAID BOUNDARY NORTH 12 DEGREES 30 MINUTES 39 SECONDS WEST A DISTANCE OF 446.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.05 ACRES MORE OR LESS.

STATE OF ALABAMA:

MADISON COUNTY:

COMMON AREA-A

CLIFT FARMS, PHASE 1 PB#2019-58044

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS A PART OF COMMON AREA "A" AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 1, AS RECORDED IN PLAT BOOK 2019, PAGE 58044 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF TRACT 4 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST, SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 161.85 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 12 DEGREES 30 MINUTES 38 SECONDS WEST A DISTANCE OF 35.04 FEET TO A POINT.

THEN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 30.14 FEET TO A POINT.

THEN SOUTH 12 DEGREES 39 MINUTES 38 SECONDS EAST A DISTANCE OF 35.04 FEET TO A POINT ON THE NORTHERN MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 72 WEST.

THEN ALONG SAID MARGIN SOUTH 77 DEGREES 29 MINUTES 22 SECONDS WEST A DISTANCE OF 10.39 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH AS A RADIUS OF 63.00 FEET AND A DELTA ANGLE OF 48 DEGREES 31 MINUTES 45 SECONDS A DISTANCE OF 53.36 FEET (A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 33 MINUTES 26 SECONDS WEST, 51.78 FEET) TO A POINT ON THE EASTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN NORTH 12 DEGREES 17 MINUTES 36 SECONDS WEST, 138.66 FEET TO A POINT.

THEN LEAVING SAID MARGIN SOUTH 62 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 290.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.45 ACRES MORE OR LESS.

STATE OF ALABAMA:

MADISON COUNTY:

COMMON AREA-A

CLIFT FARMS, PHASE 7 PB#2022-99 RATI 2022-155

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY ALABAMA, FURTHER DESCRIBED AS THE COMMON AREA AS DEPICTED ON THE FINAL PLAT OF CLIFT FARM PHASE 7B, AS RECORDED IN PLAT BOOK 2022, PAGE 99 IN THE PROBATE OFFICE OF MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF TRACT 16 OF SAID SUBDIVISION.

THEN FROM THE POINT OF BEGINNING AND ALONG THE SOUTHERN MARGIN OF THE RIGHT OF WAY OF JOHN HENRY WAY NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 92.47 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST A DISTANCE OF 1.50 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN NORTH 77 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 37.52 FEET TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 38.5 FEET AND A DELTA ANGLE OF 48 DEGREES 19 MINUTES 22 SECONDS A DISTANCE OF 32.47 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 20 MINUTES 56 SECONDS EAST, 31.52 FEET) TO A POINT ON THE WESTERN MARGIN OF THE RIGHT OF WAY OF UNCLE FRANK BOULEVARD.

THEN ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 88.50 FEET AND A DELTA ANGLE OF 33 DEGREES 09 MINUTES 40 SECONDS A DISTANCE OF 51.22 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 37 DEGREES 36 MINUTES 26 SECONDS EAST, 50.51 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN AND ALONG THE ARC OF A CURVE TO THE RIGHT WHICH HAS A RADIUS OF 295.5 FEET AND A DELTA ANGLE OF 10 DEGREES 44 MINUTES 09 SECONDS A DISTANCE OF 55.37 FEET (A CHORD BEARING AND DISTANCE OF SOUTH 15 DEGREES 39 MINUTES 52 SECONDS EAST, 55.29 FEET) TO A POINT.

THEN CONTINUE ALONG SAID MARGIN SOUTH 10 DEGREES 17 MINUTES 48 SECONDS EAST A DISTANCE OF 39.98 FEET TO A POINT.

THEN LEAVING SAID MARGIN NORTH 61 DEGREES 59 MINUTES 30 SECONDS WEST A DISTANCE OF 239.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.

SECTION 2. That the above-described property be outlined and the boundaries established by the City Clerk on the Official Zoning Map of the City of Madison, as last amended, with the direction and assistance of the proper zoning officer of the City, and that the classification of said property be B3 (General Business District).

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this _____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama



Proposed B-3 Zoning

RESOLUTION NO. 2023-059-R

A RESOLUTION APPROVING AN OFF-PREMISE BEER & WINE LICENSE FOR MOCHA 2 CORPORATION

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an on off-premise beer and wine license to Mocha 2 Corporation, d/b/a On the Way Chevron, which has applied for said license for its location at 8530 Madison Boulevard; and

WHEREAS, the Revenue Director has received written approval for the application of Mocha 2 Corporation, d/b/a On The Way Chevron, from the Madison Police Department, Building Department, and Fire Department, all of which are required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC off-premise beer and wine license to Mocha 2 Corporation, d/b/a On the Way Chevron for its 8530 Madison Boulevard location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a City off-premises beer and wine license to Mocha 2 Corporation.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON - REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL. 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: February 3, 2023

To: Mayor & City Council

From: Cameron Grounds, CPA, CMRO
Revenue Officer, Revenue Department

Subject: Mocha 2 Corporation
DBA: On The Way Chevron
Off Premise Beer & Wine License

Please find attached a copy of the checklist for Mocha 2 Corporation, doing business as On The Way Chevron, in regard to their application for an Off Premise Beer & Wine License for their location at 8530 Madison Boulevard.

The reason that this business is applying for an Off Premise Beer & Wine License at this time is because this business has purchased the Chevron Station at this location.

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

If there are any questions, do not hesitate to call me at (256) 772-5654.

31262

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License

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

Owner Name: Mocha 2 Corporation
 Business Name: One The Way Chevron
 Business Location: 8530 Madison Boulevard, Madison, AL 35758
 Mailing Address: 8530 Madison Boulevard, Madison, AL 35758
 Phone: 256-461-8395

APPLICATION FEE:

Date Paid: January 9, 2023 Amount: 100.00 Receipt #: _____
 Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: January 9, 2023
 Background Check: Approved ✓ Disapproved _____
 Check Completed By: Becky Ruffine Title ID Secretary
 Date Completed: 1/13/23

BUILDING DEPARTMENT APPROVAL:

Letter Sent: January 9, 2023
 Inspection: Approved ✓ Disapproved _____
 Inspection Completed By: [Signature] Title INSPECTOR
 Date Completed: 1-30-23

FIRE DEPARTMENT APPROVAL:

Letter Sent: January 9, 2023
 Inspection: Approved X Disapproved _____
 Inspection Completed By: [Signature] Title DFM
 Date Completed: 1-27-23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:Memo Sent to City Clerk On: January 9, 2023Date Placed: January 18, 2023 Newspaper: Madison RecordPublication Fee Paid: \$184.00

Date Paid: _____ Receipt #: _____

Date of Public Hearing: February 13, 2023

Approved: _____

Denied: _____

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____

RESOLUTION NO. 2023-060-R

**A RESOLUTION APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR
EL MEZCAL BAR & GRILL, LLC**

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a restaurant retail liquor license to **EL MEZCAL BAR & GRILL, LLC** doing business as **EL MEZCAL BAR & GRILL** which has applied for said license for its location at 8572 Madison Boulevard, Suite R; and

WHEREAS, the Revenue Director has received written approval for the application of **EL MEZCAL BAR & GRILL, LLC** from the Madison Police Department, the Building Department and Fire Departments which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC restaurant retail liquor license to **EL MEZCAL BAR & GRILL, LLC** for its 8572 Madison Boulevard, Suite R location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City restaurant retail liquor license to **EL MEZCAL BAR & GRILL, LLC** doing business as **EL MEZCAL BAR & GRILL**;

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON - REVENUE DEPARTMENT
100 HUGHES ROAD, MADISON, AL 35758
REVENUE@MADISONAL.GOV / 256-772-5654
WWW.MADISONAL.GOV

Date: January 27, 2023
To: Mayor & City Council
From: Cameron Grounds, CPA, CMRO
Revenue Officer, Revenue Department
Subject: El Mezcal Bar & Grill, LLC
DBA: El Mezcal Bar & Grill
Restaurant Retail Liquor License

Please find attached a copy of the checklist for El Mezcal Bar & Grill, LLC, doing business as El Mezcal Bar & Grill, in regard to their application for a Restaurant Retail Liquor License for their location at 8572 Madison Boulevard, Suite R.

The reason that this business is applying for a Restaurant Retail Liquor License at this time is because this business has purchased the Guadalajara Jalisco Restaurant at this location.

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

If there are any questions, do not hesitate to call me at (256) 772-5654.

City of Madison, Alabama

Checklist for Beer/Wine/Liquor License



ON PREMISE



OFF PREMISE



BEER



WINE



LIQUOR

Owner Name: El Mezcal Bar & Grill, LLCBusiness Name: El Mezcal Bar & GrillBusiness Location: 8572 Madison Boulevard, Suite R, Madison, AL 35758Mailing Address: 8572 Madison Boulevard, Suite R, Madison, AL 35758Phone: 256-417-2138

APPLICATION FEE:

Date Paid: January 10, 2023 Amount: 100.00 Receipt #: _____Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: January 11, 2023Background Check: Approved ✓ Disapproved _____Check Completed By: [Signature] Title Capt.Date Completed: 1/13/2022

BUILDING DEPARTMENT APPROVAL:

Letter Sent: January 11, 2023Inspection: Approved ✓ Disapproved _____Inspection Completed By: [Signature] Title Building InspectorDate Completed: 1-24-2023

FIRE DEPARTMENT APPROVAL:

Letter Sent: January 11, 2023Inspection: Approved X Disapproved _____Inspection Completed By: [Signature] Title DFMDate Completed: 1-27-23

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: January 11, 2023

Date Placed: January 18, 2023 Newspaper: Madison Record

Publication Fee Paid: \$184.00

Date Paid: _____ Receipt #: _____

Date of Public Hearing: February 13, 2023

Approved: _____

Denied: _____

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____

RESOLUTION NO. 2023-061-R

A RESOLUTION APPROVING RESTAURANT RETAIL LIQUOR LICENSE FOR BOWL MADISON

WHEREAS, the Alabama Alcoholic Beverage Control Board ("ABC") has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a restaurant retail liquor license to **BOWL MADISON** doing business as **BOWL MADISON** which has applied for said license for its location at 8661 Highway 72 West; and

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council hereby consents to the issuance of an ABC restaurant retail liquor license to **BOWL MADISON** for its 8661 Highway 72 West location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC's grant of the license, the Revenue Director is authorized to issue a City restaurant retail liquor license to **BOWL MADISON** doing business as **BOWL MADISON**;

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-039-R**A RESOLUTION AUTHORIZING ACCEPTANCE OF A
DRAINAGE EASEMENT AND A MAINTENANCE AGREEMENT FOR EVERSTEAD AT
MADISON DEVELOPMENT**

WHEREAS, the City's Engineering and Public Works Departments are conducting drainage improvements within the Everstead Development and the City requires a permanent drainage easement to complete said improvements;

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 a permanent public drainage easement and enter into a maintenance agreement with Everstead at Madison, LLC, on, over, across, and upon the Property known as Everstead of Madison (the "Tract"), which is described in the exhibits attached to this Resolution as "Public Drainage Easement and Maintenance Agreement."
2. The exhibits depicting the Tract are attached hereto and incorporated herein, and copies will be permanently kept on file in the Office of the City Clerk-Treasurer of the City of Madison, Alabama.
3. That the obtainment of the foregoing Tract is necessary to implement drainage improvements, which are in the best interests of the citizens of the City of Madison in that the same will contribute to the health, safety, and general welfare of the citizens of Madison.
4. That the City shall hereby accept the donation and dedication of the Tract from owners of its respective portions for purposes of conducting drainage improvements.
5. That the Mayor of the City of Madison, or his designee, is authorized, empowered, and directed to negotiate and execute all documents necessary to execute said drainage easement and maintenance agreement.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

(Space Above Line for Use by Recording Office)

THIS INSTRUMENT PREPARED BY:

Dentons US LLP
 Attn: Jess A. Pinkerton, Esq.
 303 Peachtree Street, N.E., Suite 5300
 Atlanta, Georgia 30308

PUBLIC DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT

This **PUBLIC DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT** (“Agreement”), is made and entered into as of the _____, day of _____, 2023, by and between **EVERSTEAD AT MADISON, LLC**, a Delaware limited liability company (“Developer”), and **THE CITY OF MADISON**, a municipal corporation in the State of Alabama (hereinafter referred to as “City,” together with the Developer, the “Parties,” and each a “Party”).

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in **Exhibit “A”** attached hereto (the “Developer Property”), which is embraced by the Final Plat/Boundary Plat of The Everstead at Madison (the “Plat”), a recorded copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, Developer intends to develop the Developer Property into lots or units for development, sale and/or lease (the “Development”); and

WHEREAS, Developer has constructed certain drainage improvements, infrastructure, systems, facilities, features, and amenities (the “Drainage Improvements”) within that portion of the Developer Property identified as a “Public Drainage Easement” on Tract 1 of the Plat (the “Easement Area”), and the Parties are desirous of entering into this Agreement to memorialize each Party’s respective rights with respect to the repair, maintenance, and replacement of the Drainage Improvements.

NOW, THEREFORE, for and in consideration of (a) the premises which are deemed a material part of this Agreement and, by this reference, are incorporated herein, (b) the mutual agreements, covenants, provisions and terms of this Agreement set forth herein, (c) the execution, acknowledgment and delivery of this Agreement by the Parties hereto, and (d) other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly

acknowledged by City and Developer, and intending to be legally bound hereby, City and Developer agree and covenant with and unto each other, as follows:

Section 1. Definitions.

Private Owner means and refers to any person or entity who is the grantee in each deed or other conveyance recorded in the real estate records in the Office of the Judge of Probate of the County in which the Development is located of the fee simple title to all or any portion of the real property comprising Tract 1 of the Developer Property.

Section 2. Maintenance Obligations.

(a) The City shall be responsible for the continuous and proper maintenance, operation, replacement, repair or restoration of the Drainage Improvements (the “Maintenance Obligations”). Such Maintenance Obligations shall be in conformance with all applicable laws, regulations, standards and specifications, now existing or hereafter established, the subdivision regulations, state nuisance laws, City ordinances and codes governing nuisances, as such may be superseded or amended from time to time.

Section 3. Default in Maintenance Obligations. Upon the failure of the City to perform its Maintenance Obligations, and after any notice and opportunity to cure required by Section 4 hereof, Developer, each Private Owner, and/or the Association (if any obligations of Developer or a Private Owner hereunder are assigned by Developer or such Private Owner to the Association) shall have the right but not the obligation to perform, or have performed on its behalf, the Maintenance Obligations, in whole or part, and shall have the right to receive full reimbursement from the City for the costs of such Maintenance Obligations as set forth in Section 6 below.

Section 4. Notice and Cure. Except in the event of an emergency, neither the Developer, a Private Owner, nor an Association shall perform the Maintenance Obligations until it has first given the City notice of (a) the need to perform Maintenance Obligations identified in the notice, and (b) thirty (30) days after the date of such notice within which to cure and perform the same; provided, however, that if such obligations cannot be reasonably completed within such thirty (30) day period, then the City shall have additional time to complete such obligations, so long as the City commences such obligations within the initial thirty (30) day period and uses good faith efforts to diligently complete the same. Any notice required hereunder shall be given in the manner prescribed in Section 7 below.

Section 5. Public Dedication and Acceptance of Easement Area.

(a) The City has accepted dedication of the Easement Area, the Drainage Improvements, and other public easements and improvements set forth on the Plat, which dedication and acceptance shall include a grant to the City and its authorized agents, contractors, and employees, a continuous, permanent and irrevocable right of entry, access, ingress and egress easement across, along, over, under and through the Easement Area in order to perform such acts as contemplated in this Agreement in accordance with applicable federal, state, and local laws governing stormwater management, as such laws may be amended or superseded from time to time. The easements contained in the Plat and this Agreement shall run with the land as a burden

to Tract 1 of the Developer Property and shall pass with the conveyance of all or any portion thereof, whether specifically referred to or not in any said conveyance.

(b) Notwithstanding anything to the contrary herein, the Developer reserves the right, exercisable in its sole discretion, to relocate the Drainage Improvements at its sole cost and expense, provided that any such relocation or construction shall be performed in such a manner that shall not materially and adversely interfere with the flow of stormwater from adjacent real property over the Developer Property. If requested by Developer, following completion of such relocation work, Developer and the City shall amend this Agreement and all referenced easements to reflect such change in a form reasonably satisfactory to the parties and shall record the same in the real estate records in the Office of the Judge of Probate of Madison County, Alabama.

Section 6. Recovery of Maintenance Obligations Costs and Collection Costs. In the event that the Developer, a Private Owner, and/or the Association performs any Maintenance Obligations pursuant to, and in accordance with the terms hereof, such party shall have the right to recover from the City the reasonable, actual, documented out of pocket costs and expenses of all labor, equipment, fuel, materials, services, supplies and similar items used in such performance (“Maintenance Obligations Costs”), and the City shall pay such Maintenance Obligation Costs to such party within thirty (30) days after receipt of an invoice therefor (together with reasonable supporting documentation of the Maintenance Obligation Costs incurred by such party).

Section 7. Notices. All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited with Federal Express, or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, (iii) or when delivered as a PDF, or other digital image file, attachment to an email.

<u>The City:</u>	Michael Johnson Department of Engineering 100 Hughes Road Madison, Alabama 35758 Email: michael.johnson@madisonal.gov
<u>with a copy to:</u>	City Attorney 100 Hughes Road Madison, Alabama 35758 Email: legal@madisonal.gov
<u>Developer:</u>	Everstead at Madison, LLC c/o Landmark Properties Attn: Blair Sweeney and David Phillips 3060 New Peachtree Road, N.W., Suite 500 Atlanta, Georgia 30305 Emails: blair.sweeney@landmarkproperties.com david.phillips@landmarkproperties.com
<u>With copies to:</u>	Everstead at Madison, LLC

c/o Landmark Properties
 Attn: W. Christopher Hart
 315 Oconee Street
 Athens, Georgia 30601
 Email: chris.hart@landmarkproperties.com

and:

Dentons US LLP
 303 Peachtree Street, NE
 Atlanta, Georgia 30308
 Email: Jess.Pinkerton@dentons.com
 Attn: Jess A. Pinkerton, Esq.

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed e-mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address or email address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days' prior notice of the changed address or changed email address.

Section 8. Association/Restrictions/Other Maintenance. Nothing contained in this Agreement shall be construed or deemed as prohibiting the Developer or the Private Owners from: (a) forming an owners, homeowners, condominium owners, business owners, or residence association (the "Association"), or (b) creating and establishing covenants, restrictions or restrictive covenants (the "Restrictions"), for the benefit, construction, governance, insurance, maintenance, operation, repair or regulation, of the Development. Nothing contained in this Agreement shall be construed to affect private maintenance responsibilities which are outside the scope of this Agreement.

Section 9. Termination of Developer(s)'s Liability and Obligations. Notwithstanding anything contained in this Agreement to the contrary, the Developer's liability and obligations under this Agreement will terminate with respect to any portion of Tract 1 of the Developer Property when Developer no longer owns such portion of Tract 1 of the Developer Property or when Developer has assigned its liability and obligations hereunder to the Association and/or any successor interest of the Developer Property, if applicable. This Agreement shall not be construed or applied to confer any rights or benefits to third-parties, except to the extent assigned to a third party by Developer or a Private Owner, including, without limitation, the Association, if applicable.

Section 10. Authority and Power. Each Party covenants, represents and warrants to each other party that it has complete and unrestricted authority, power and right to enter into, execute and deliver this Agreement.

Section 11. Recordation. This Agreement shall be recorded in the real estate records in the Office of the Judge of Probate of Madison County, Alabama.

Section 12. Covenants Running with the Land. This Agreement and each of its agreements, covenants, provisions and terms are covenants running with the land as to Tract 1 of the Developer Property and shall be binding on City, Developer, and Private Owners (and the Association, if any rights or obligations of Developer or a Private Owner hereunder are assigned by Developer or such

Private Owner to the Association) and all persons and entities claiming through or under them for a period of twenty-five (25) years from the date this Agreement is filed for record in the Office of the Judge of Probate of Madison County, Alabama, after which time this Agreement shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the City and Developer has been filed for record in such Probate Judge's Office, agreeing to abolish or amend this Agreement in whole or in part.

Section 13. Miscellaneous.

(a) *Entire Agreement/Merger.* This Agreement, along with all exhibits and attachments or other documents affixed hereto or referred to herein (including the Plat), embodies the entire agreement, intent and understanding of City and Developer as to the transactions contemplated and evidenced hereby and merges herein all prior and contemporaneous agreements, covenants, discussions, representations, statements and understandings heretofore made between City and Developer as to such transactions, whether written, oral or both. Any agreements, covenants, representations, statements or understandings by and between City and Developer as to such transactions not contained herein are and shall be null and void, unenforceable and of no force and effect.

(b) *Applicable Law/Jurisdiction/Venue.* This Agreement is made in, and thus shall be construed, controlled, enforced, governed and interpreted in accordance with its plain meaning in accordance with the internal laws of, the State of Alabama, without regard to principles of conflicts of laws. For any action concerning this Agreement (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

(c) *Severability.* If, for any reason or no reason, any agreement(s), covenant(s), provision(s), or term(s) of this Agreement (whether material to the bargain of City and Developer or not) should be declared illegal, null and void, unconstitutional or unenforceable, in whole or in part, by any court of competent jurisdiction, the offending portion of this Agreement shall be deemed severed herefrom as though the same was never a part hereof; provided, however, the remainder of this Agreement shall not be impaired and shall remain in full force and effect according to its remaining agreements, covenants, provisions and terms.

(d) *Binding Effect.* The City's and Developer(s)'s respective heirs, personal representatives, successors and assigns (including, but not limited to, the Private Owners and the Association, if applicable) shall be fully bound by this Agreement and each and every agreement, covenant, provision and term hereof just as they are bound. Each and every agreement, covenant, provision and term of this Agreement inures, and shall inure, to the benefit of City, its successors and assigns, and shall be binding upon or inure to the benefit of the Developer and its heirs, personal representatives, successors and assigns (including the Private Owners and the Association).

(e) *Amendment, etc.* Neither this Agreement nor any agreement, covenant, provision or term hereof, shall be amended, changed or modified in any respect, nor may any estoppel, novation or waiver regarding the same be effectuated, without City, and Developer first executing

a writing, in equal dignity to this Agreement, embodying their complete and full agreement and understanding as to such amendment, change, modification, novation or waiver.

(f) *Captions.* The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the intent or scope of this Agreement.

(g) *Incorporation of Exhibits.* This Agreement hereby incorporates by reference and makes a part hereof all exhibits referred to herein and appended hereto.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed under their respective seals and delivered as of the date first above written.

EVERSTEAD AT MADISON, LLC,
a Delaware limited liability company

By: _____ (SEAL)
Name: W. Christopher Hart
Title: Authorized Signatory

STATE OF GEORGIA)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that W. Christopher Hart, whose name as Authorized Signatory of Everstead at Madison, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public
My Commission Expires: _____

SEAL

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Agreement as of the date first above referenced.

CITY OF MADISON, ALABAMA,
a political subdivision of the State of Alabama

By: _____(SEAL)
Name: Paul Finley
Title: Mayor

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, a political subdivision of the State of Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Mayor and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public
My Commission Expires: _____

SEAL

EXHIBIT "A"
DEVELOPER PROPERTY

THAT PARCEL OF PROPERTY LOCATED IN SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A 1/2" CRIMP TOP PIPE THAT BEARS NORTH 02°00'10" EAST AND 25.0' FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF THE S/W 1/4 OF SECTION 9, TOWNSHIP 4 SOUTH, RANGE 2 WEST, HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA (AND ALSO BEING SOUTH 89°03'23" EAST AND 349.93 FEET FROM THE S/E CORNER OF LOT 3, CLIFT MILL ROAD SUBDIVISION AS PER INSTRUMENT # 2021-31178) AND RUN NORTH 02°49'04" EAST, A DISTANCE OF 99.62 FEET TO A FENCE POST;

THENCE RUN NORTH 03°00'10" EAST, A DISTANCE OF 62.41 FEET TO A FENCE POST;

THENCE RUN NORTH 01°29'55" EAST, A DISTANCE OF 82.37 FEET TO A 5/8" REBAR AND CAP (JWKLS 17254);

THENCE RUN NORTH 89°25'34" WEST, A DISTANCE OF 89.96 FEET TO A 1/2" CRIMP TOP PIPE;

THENCE RUN SOUTH 01°15'17" WEST, A DISTANCE OF 12.01 FEET;

THENCE RUN NORTH 87°59'50" WEST, A DISTANCE OF 261.85 FEET TO A POINT;

THENCE RUN NORTH 02°00'31" EAST, A DISTANCE OF 1169.82 FEET, PASSING A 1/2 INCH REBAR & CAP (KLSS 21780) AT 2.56 FEET FOR THE EXISTING N/E CORNER OF SAID LOT 3 ALSO BEING THE S/E CORNER OF LOT 4 OF CLIFT MILL ROAD SUBDIVISION, AS PER PLAT RECORDED IN INSTRUMENT #2021-31178, OFFICE OF JUDGE OF PROBATE, MADISON COUNTY, ALABAMA; AND ALSO PASSING A 1/2 INCH REBAR & CAP (MULLINS) AT 225.31 FEET FOR THE EXISTING N/E CORNER OF SAID LOT 4, TO A HEX IRON PIN;

THENCE RUN SOUTH 89°04'52" EAST, A DISTANCE OF 349.78 FEET TO A HEX IRON PIN;

THENCE RUN NORTH 01°15'40" EAST, A DISTANCE OF 244.09 FEET TO A 5/8 INCH REBAR;

THENCE RUN SOUTH 88°33'22" EAST, A DISTANCE OF 329.80 FEET TO A HEX IRON PIN;

THENCE RUN SOUTH 89°08'23" EAST, A DISTANCE OF 330.06 FEET TO A HEX IRON PIN;

THENCE RUN SOUTH 88°49'10" EAST, A DISTANCE OF 275.60 FEET TO A POINT;

THENCE RUN SOUTH 01°45'52" WEST, A DISTANCE OF 631.24 FEET TO A POINT;

THENCE RUN SOUTH 88°14'08" EAST, A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT;

THENCE RUN SOUTH 01°57'29" WEST, A DISTANCE OF 131.97 FEET TO A 5/8 INCH REBAR & CAP(HILL PLS 14107);

THENCE RUN SOUTH 01°56'32" WEST, A DISTANCE OF 512.70 FEET TO A POINT;

THENCE RUN NORTH 88°43'08" WEST, A DISTANCE OF 600.54 FEET TO A POINT;

THENCE RUN SOUTH 01°34'47" WEST, A DISTANCE OF 373.28 FEET TO A POINT;

THENCE RUN NORTH 89°12'23" WEST, A DISTANCE OF 367.82 FEET TO THE **POINT OF BEGINNING** CONTAINING 40.33 ACRES (1,756,933 Sq. Ft.), MORE OR LESS AND SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY, RECORDED AND UNRECORDED.

EXHIBIT “B”
PLAT
(ATTACHED)

RESOLUTION NO. 2023-051-R**A RESOLUTION AUTHORIZING A REVISED ENGINEERING & CONSTRUCTION AGREEMENT WITH ALDOT FOR MADISON BOULEVARD IMPROVEMENTS**

WHEREAS, the City Council of the City of Madison, Alabama, has approved Resolution No. 2021-392-R and Resolution No. 2022-85, which dedicated federal aid funds through the Alabama Department of Transportation (herein "ALDOT") to Madison Boulevard improvements, including resurfacing, intersection improvements, traffic signal replacements, and drainage improvements;

WHEREAS, Resolution No. 2021-392-R and Resolution No. 2022-85 approved separate agreements with ALDOT for three separate improvements along Madison Boulevard;

WHEREAS, the City Engineer now seeks to authorize a revised agreement with ALDOT by combining these separate agreements into one unified agreement with ALDOT;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a revised preliminary engineering and construction agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for resurfacing, traffic signal replacement, drainage improvements, and striping along Madison Boulevard (the "Project"), said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Revised Preliminary Engineering and Construction Agreement for a Federal Aid Project" (the "Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama



Alabama Department of Transportation

North Region – Guntersville Area
Office of Operations Engineer
23445 Hwy. 431 North - PO Box 550
Guntersville, AL 35976
Telephone 256-582-2254
Fax 256-582-8922



Kay Ivey
Governor

John R. Cooper
Transportation Director

January 11, 2023

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

Re: Project No. STPAA-4522(251)
CPMS Ref. #100074623 and 100074624
Resurfacing and Traffic Stripe on Madison Blvd. from
Westchester Rd. to Flagstone Dr. Including Traffic
Signal Replacement and Drainage Improvements at the
Intersection of Madison Blvd. and Wall Traina Hwy.
SW/Sullivan St.

Dear Sir:

Attached is one original agreement between the Alabama Department of Transportation and the City of Madison for construction and preliminary engineering for the above referenced project.

Please review this agreement and if it is in order, present to the City Council for approval. After execution by the mayor, please return the original document to this office for further handling. A certified resolution affixed with the **City's seal** which authorizes the mayor to sign the agreement, should be included with the original agreement. Also, the **City's seal** should be affixed to the signed agreement.

Please feel free to contact this office if you have any questions.

Sincerely,

Derrick R. Wilson, PE
Operations Engineer
North Region Guntersville Area

By: Travis Kilgore
Travis Kilgore, PE
County Transportation Engineer

DRW:TK:cwc
Attachment
cc: File

**REVISED
PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF MADISON
Madison County**

**Project No. STPAA-4522(251)
CPMS Ref# 100074623 & 100074624**

PART ONE (1): INTRODUCTION

This Revised Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Madison, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the resurfacing and traffic stripe on Madison Blvd. from Westchester Rd. to Flagstone Dr. including traffic signal replacement and drainage improvements at the intersection of Madison Blvd. and Wall Triana Hwy. SW/Sullivan St.; Project# STPAA-4522(251); CPMS Ref# 100074623 and 100074624.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The projects will be limited to \$5,000,000.00 Federal STPAA funds for this project. Any deficiency in Federal Aid or overrun in project costs will be borne by the City from City funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less. The STPAA funds shown above are the federal funds referenced in the Memorandum of Understanding dated July 9, 2020, the Supplemental Memorandum of Understanding dated December 31, 2020, and an extension letter dated June 30, 2021.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal STPAA Funds	\$ 5,000,000.00
City Funds	\$ 1,250,000.00

TOTAL (Incl CE&I & Indirect Cost)	\$ 6,250,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.
- I. This Agreement supersedes the Agreement dated April 29, 2022, and that Agreement dated April 29, 2022, is hereby deemed to be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Madison, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Curtis W. Vincent, P.E.
North Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Madison as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Resurfacing and traffic stripe on Madison Blvd. from Westchester Rd. to Flagstone Dr. including traffic signal replacement and drainage improvements at the intersection of Madison Blvd. and Wall Triana Hwy. SW/Sullivan St.; Project# STPAA-4522(251); CPMS Ref# 100074623 and 100074624.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Madison, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk’s Office.

ATTESTED:

_____	_____
City Clerk	Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

STD CONTRACT EXHIBITS**REV. 9/19/16****EXHIBIT A****PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

STD CONTRACT EXHIBITS**REV. 9/19/16****EXHIBIT E****TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

STD CONTRACT EXHIBITS

REV. 9/19/16

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

STD CONTRACT EXHIBITS
REV. 9/19/16

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

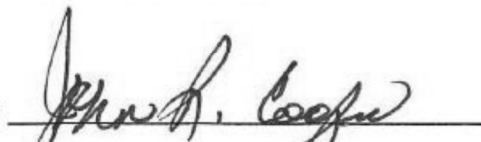
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

RESOLUTION NO. 2023-064-R

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND
EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH S & ME
INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with S & ME Inc. for ADEM Permit Application, documentation and inspection on Project 15-021 for Balch Road Improvements, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for 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 S & ME Inc. in a total amount not to exceed Twenty-Three Thousand, Nine Hundred Five Dollars (\$23,905) to be paid from the Engineering Department's budget.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February, 2023.

Paul Finley, Mayor

City of Madison, Alabama



AGREEMENT FOR SERVICES

Form AS-071

Date: January 30, 2023	Job Number: 23820015
S&ME, Inc. (hereafter Consultant)	Client Name: City of Madison (hereafter Client)
Address: 360D Quality Circle NW Suite 450 City: Huntsville State: AL Zip: 35806	Address: 100 Hughes Road City: Madison State: Alabama Zip:
Telephone: 256-837-8882 Fax:	Telephone: Fax:
PROJECT	
Project Name: Balch Road Improvements NPDES Project location: (Street Address) Balch Road City: Madison State: Alabama Zip: 35758	
SERVICES TO BE RENDERED	
Proposal Number: 23820015 dated: February 01, 2023 is incorporated into this Agreement For Services and this Agreement For Services is incorporated into this Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- 1. ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is acceptance of the terms of this Agreement. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE, ARE EXPRESSLY REJECTED, AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, thirty (30) days from the date of issue.
- 2. CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services the Proposal identified under "SERVICES TO BE RENDERED," and all mutually executed Change Orders. This Agreement for Services along with the Contract Documents represent the entire understanding and agreement between the parties relating to the Services and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding same. Any terms and conditions which Client is obligated to perform or satisfy, whether by law or contract, or proposed in any acknowledgments or acceptance by Client which are in addition to, or different from, this Agreement for Services along with the Contract Documents are hereby expressly rejected and shall not become part of the agreement between the

parties without Consultant's specific written consent. Any acceptance by Client is limited to acceptance of the express terms set forth in this Agreement for Services.

3. **SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party except as specifically set forth in Consultant's proposal.

Consultant has provided Client with the Proposal identified under "Services to be Rendered." By signing below, Client agrees that Client or the Client's representative has examined Consultant's proposal, which includes a scope of work to be performed by Consultant, an opinion on the cost to perform Consultant's scope of work, and an opinion on the amount of time required to perform Consultant's scope of work along with any other documents, opinions, or advice prepared or provided by Consultant and Client agrees that Client is fully satisfied with Consultant's Proposal and Client obtained the advice of any other consultant(s) as the Client deems necessary to protect the Client's interests. Client also agrees by signing below it is responsible for requesting additional services not included in Consultant's proposal and if necessary, Client agrees it is responsible (even if delegated to a third party) for notifying and scheduling Consultant so Consultant can perform the Services. Consultant shall not be responsible for damages caused by services not performed due to any failure to request or schedule Consultant's Services. If project conditions change materially from those described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

Consultant shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Client's contractor and/or agents. These rights and responsibilities are solely those of the contractor or agent in accordance with its agreement with Client. Only Client has the right to reject or stop work of its contractor or agents. Consultant's presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client. Consultant does not guarantee the performance of any contractor or agent of Client and shall not be responsible for such party's failure to perform its work in accordance with any applicable documents, including but not limited to, the plans and specifications or any applicable laws, codes, rules or regulations.

Any evaluations of the Client's budget for the project, and any preliminary or updated estimates of the cost of the work prepared by Consultant represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor Client has control over the cost of the labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the project, or from any estimate of the cost of the work evaluation prepared or agreed to by Consultant.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will provide a change order proposal including Client's requested changes to the scope of Services for Client's review and approval. Following Client's approval, Client shall provide written acceptance and such Change Order Proposal shall become part of the Contract Documents and shall supersede any prior conflicting terms. If Client does not follow these procedures, but instead directs Consultant to perform changed or additional work without an executed change order, (1) the Services are changed according to Consultant's understanding of Client's direction; and (2) and Consultant will be paid for this work according to the current fee schedule plus fifteen percent (15%).
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Unless otherwise agreed prior to the start of the Services, Consultant will submit invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice.

Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.

To verify the CLIENT's requirements for appropriate invoicing, the following information is requested.

CLIENT Accounts Payable contact name:

CLIENT Accounts Payable contact phone number:

CLIENT Accounts Payable email address:

Upon execution of this document, CONSULTANT will reach out to the contact provided to gather CLIENT's required information such as purchase order number, client project number, email address or website for invoice submission, monthly deadline for invoice submission, CLIENT legal entity name for invoicing, CLIENT address for invoicing, etc.

6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. **NOTWITHSTANDING ANY TERMS IN OR APPLICABLE TO THIS AGREEMENT, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES OR WORK PRODUCT, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. **LIMITATION OF LIABILITY:** Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is cumulatively limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.
8. **NO CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **INSTRUMENTS OF SERVICE:** In connection with the performance of the Services, Consultant may deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services ("Instruments of

Service"). Statements made in Consultant's Instruments of Service are opinions based upon engineering judgment and are not to be construed as representations of fact. All Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Client shall indemnify, defend, and hold Consultant harmless from any and all claims, damages, or losses arising from any unauthorized reuse or modification of the Instruments of Service.

10. **SAFETY**: Consultant has no authority and no responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **SAMPLES**: Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services).
12. **HAZARDOUS MATERIALS**: Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client retains full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
13. **CLIENT OBLIGATIONS**:
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish (or obtain from the Owner should the Client not be the Owner) Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and Client shall arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
 - (f) In order to make informed decisions based on the Instruments of Service, Client's review and study of the Instruments of Service is vital to take full advantage of the consulting process. Client shall review in detail all Instruments of Service, including attachments and references therein, and in the event of questions or concerns, shall contact the project manager. Consultant provides information in the Instruments of Service which assists the Client and/or user in understanding and using the deliverable. The information includes direction on the extent to which the information can be relied on and applied to Client's decision-making process.
 - (g) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

(h) Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.

14. **CERTIFICATIONS:** Client understands and agrees that Consultant's Instruments of Services are limited to an expression of professional opinion based upon the Services performed by the Consultant and does not constitute a warranty or guarantee, either express or implied. In addition, Client agrees that Consultant will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the Consultant cannot reasonably ascertain.
15. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
16. **TERMINATION:**
 For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

 For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
17. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen or changed conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
18. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, pandemics, quarantines, acts of government, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to resume performance of the Services covered by this Agreement as soon as

reasonably possible. If the force majeure event adversely affects the scope or schedule, Client agrees to modify the Scope of Services and the estimate of charges, such revision to be in writing and signed by the parties and incorporated into this Agreement.

19. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim.
20. **INDEMNITY:** Consultant shall indemnify Client from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent caused by the negligent acts, errors, or omissions of Consultant in the performance of services under this Agreement. Notwithstanding any terms in or applicable to this Agreement, it is understood and agreed that Consultant shall have no affirmative defense obligations.
21. **DISPUTE RESOLUTION:** In the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably using negotiation and mediation within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be resolved by litigation in a court of competent jurisdiction within the State where project is located.
22. **ASSIGNMENT:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located without regard to choice of law provisions. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this Agreement is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision, and all remaining provisions shall continue in full force and effect.
25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's Services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
27. **NO THIRD PARTY LIABILITY:** Nothing in this Agreement or as a consequence of any of the Services provided gives any rights or benefits to anyone other than Client and Consultant. All duties and responsibilities

undertaken pursuant to this Agreement are for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. No third party shall have the right to rely on the Instruments of Service without Consultant's prior written consent and the third party's agreement to be bound to the same terms and conditions as the Client.

28. **INDIVIDUAL LIABILITY:** CLIENT AGREES THAT CONSULTANT'S SERVICES WILL NOT SUBJECT CONSULTANT'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST CONSULTANT.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: City of Madison	S&ME, Inc.
BY: _____ (Signature)	BY: _____ (Signature)
_____ (Print Name / Title)	_____ (Print Name / Title)
DATE: _____	DATE: _____
PROPOSAL NUMBER: 23820015	
<u>Client's FAXED or DIGITAL signature to be treated as original signature</u>	



January 30, 2023

City of Madison, Alabama
100 Hughes Road
Madison, Alabama 35758

Attention: Ms. Michelle Dunson, P.E., CFM

Reference: **Proposal for NPDES Construction Services**
Balch Road Improvements – Neldabrook Way to Gillespie Road
Madison, Madison County, Alabama
S&ME Proposal No. 23820015

Dear Ms. Dunson:

S&ME, Inc. is pleased to submit this proposal for providing environmental consulting services related to storm water permitting and inspection for the Balch Road Improvements. The proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services. Our Agreement for Services (Form AS-071) is attached and is incorporated as part of this proposal.

◆ Project Information

Project information was supplied by Ms. Michelle Dunson with the City of Madison in an email to Ms. Sarah Yeldell with S&ME on January 24, 2023. Additional information was obtained from the plan sheets prepared by S&ME for the project.

The City of Madison intends to improve approximately one mile of Balch Road beginning at Neldabrook Way and ending at Gillespie Road. The project generally consists of the addition of turn lanes at several intersections along the alignment, the construction of additional sidewalk, and the extension of an existing culvert. S&ME understands the construction is scheduled to take approximately 18 months to complete.

The Alabama Department of Environmental Management (ADEM) currently requires construction sites equal to or greater than one (1) acre in size to apply for coverage under the National Pollutant Discharge Elimination System (NPDES) Alabama Construction General Permit. This permit requires the development of a site-specific narrative Construction Best Management Practices Plan, monthly inspections and reporting, inspections and reporting after qualifying rain events, weekly inspections of disturbance within the banks of a waterbody, and semi-annual CBMPP evaluations.

When the project is complete and all disturbed areas have been suitably stabilized, ADEM requires that a Termination Request be filed. A Spill Prevention Control and Countermeasures (SPCC) Plan is also required by this permit if fuel, chemicals, or pollutants are stored on site during construction.



Proposal for NPDES Construction Services
Balch Road Improvements – Neldabrook Way to Gillespie Road
 Madison, Madison County, Alabama
 S&ME Proposal No. 23820015

The receiving waters for the subject construction site are Bradford Creek and Mill Creek. Neither Bradford Creek nor Mill Creek are identified on the 2022 303(d) list, nor have Total Maximum Daily Loads (TMDLs) been established; therefore, the subject site is not considered a Priority Construction Site as defined by the Construction General Permit.

S&ME understands the City of Madison is requesting that S&ME prepare the permitting documents and conduct the required weekly, monthly, post-precipitation, and semi-annual inspections.

◆ Scope of Services

Task 1 – Construction Best Management Practices Plan

S&ME will prepare the required site-specific narrative Construction Best Management Practices Plan (CBMPP) for the subject construction site in general accordance with the Alabama Construction General Permit. S&ME personnel will conduct the Pre-Construction Observation prior to finalizing the CBMPP to verify existing site conditions and outfalls.

The CBMPP will provide a narrative summary of planning considerations, procedures, activities, and practices implemented for the prevention and/or minimization of pollutants in runoff. The plan will include installation details for various types of sediment and erosion control Best Management Practices and will be certified by a Professional Engineer acting as the Qualified Credentialed Professional. The specific content of the narrative CBMPP is outlined in Part III.E of the permit.

The CBMPP will be provided as a draft for the Permittee to review. After receiving and addressing comments from the Permittee, the final CBMPP will be issued as an electronic file. One hardcopy will be provided for use on the subject site.

As the site is not a Priority Construction Site, the CBMPP will not be submitted to ADEM; therefore, this proposal does not include addressing comments from an ADEM review of the CBMPP.

Task 2 – Pre-Construction Observation

Prior to finalizing the CBMPP, S&ME will perform the Pre-Construction Observation required by Part III.H.1 of the Alabama Construction General Permit. The Pre-Construction Observation will consist of a comprehensive inspection of the proposed construction site including proposed areas of land disturbance, existing storm water conveyances, and proposed outfalls. The observation will be performed by the Qualified Credentialed Professional or a qualified person under the direct supervision of the Qualified Credentialed Professional.

Task 3 – Notice of Intent

S&ME will prepare the electronic Notice of Intent (NOI) for coverage under the 2021 Alabama Construction General Permit ALR100000 for the subject construction site. S&ME will also prepare the required attachments, including the map identifying the site location and outfalls and the Delegation of Authority form (if appropriate). The NOI will be certified by a Professional Engineer acting as the Qualified Credentialed Professional.



Proposal for NPDES Construction Services
Balch Road Improvements – Neldabrook Way to Gillespie Road
 Madison, Madison County, Alabama
 S&ME Proposal No. 23820015

The Permittee will be responsible for submitting the completed and certified NOI and the required attachments to ADEM via the Alabama Environmental Permitting and Compliance System (AEPACS). **S&ME will submit the permit issuance fee of \$1,385 via AEPACS**, on behalf of the Permittee.

Task 4 – Monthly and Post-Precipitation Site Inspections

The Construction General Permit requires that a site inspection be performed a minimum of once per month. Site inspections must also be performed following each 0.75-inch or greater rainfall that occurs within any 24-hour period. Inspections following a qualifying precipitation event must commence no later than 24 hours after resuming construction activities and must be completed within five days of the qualifying event.

S&ME will conduct the required site inspections, as needed, and complete the NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23) for each site inspection. Each inspection will be conducted by a qualified person under the direct supervision of the Qualified Credentialed Professional.

S&ME estimates an average of two inspections per month over the course of the project. These inspections are required until all disturbed areas have been fully reclaimed, permanently stabilized, or perennial vegetative cover is established. **With an expected project duration of 18 months, S&ME anticipates performing 36 site inspections.**

Task 5 – Weekly Inspections of Active Disturbance within the Banks of a Waterbody

Part III.H.3(f) of the Construction General Permit requires that a site inspection be performed at least once a week on all active disturbance occurring within the banks of a waterbody. Disturbances planned within the banks of a waterbody for the subject project include:

- Intermittent Stream 1 - Extension of the existing 15-inch reinforced concrete pipe (RCP) under Balch Road at Sta. 63+69

S&ME will conduct the required inspections at a minimum of once per week until the disturbance/activity impacting the waterbody is complete and the disturbed area within the stream banks is fully stabilized. Following each inspection, S&ME will complete the NPDES Construction Stormwater Inspection Report and BMP Certification (ADEM Form 23). Each inspection will be conducted by a qualified person under the direct supervision of the Qualified Credentialed Professional.

The culvert at Stream 1 is expected to take approximately 2 weeks to complete. S&ME anticipates performing 2 weekly inspections. The weekly inspections will be performed concurrently with the monthly and post-precipitation inspections when possible. **For budgeting purposes, S&ME assumes 2 weekly inspections will be conducted in addition to the 36 monthly/post-precipitation inspections.**

Task 6 – Semi-Annual CBMPP Evaluation

The Construction General Permit requires that the Qualified Credentialed Professional perform an on-site evaluation of the erosion and sediment controls once every six months. S&ME will conduct the required semi-annual evaluations and complete the ADEM NPDES Construction Stormwater Inspection Report and BMP



Proposal for NPDES Construction Services
Balch Road Improvements – Neldabrook Way to Gillespie Road
 Madison, Madison County, Alabama
 S&ME Proposal No. 23820015

Certification (ADEM Form 23) for each evaluation. **With an expected project duration of 18 months, S&ME anticipates performing three semi-annual CBMPP evaluations.**

Task 7 – NPDES Voluntary Termination

To apply for permit termination, the Qualified Credentialed Professional must confirm that the regulated activity authorized by the Construction General Permit has been completed; construction/industrial effects removed; solid waste/debris properly disposed of; disturbed areas have been fully reclaimed, suitably stabilized, or perennial vegetative cover established; and storm water discharges do not represent an adverse impact to water quality.

After conducting a site inspection and determining that the termination criteria have been met, S&ME will complete the Voluntary Termination (ADEM Form 21) via AEPACS. The Voluntary Termination will be certified by a Professional Engineer acting as the Qualified Credentialed Professional. The Permittee will be responsible for submitting the Voluntary Termination to ADEM via AEPACS.

◆ Excluded Services

Without attempting to be a complete list or description, the following services are specifically excluded from this proposal:

- Assessment of the facility's compliance with regulations other than the Construction General Permit
- Daily site observations as required by the Construction General Permit
- Wetlands identification and/or delineation
- Archeological identification
- Revisions to the CBMPP
- Preparation of corrective action plans or enforcement responses



Proposal for NPDES Construction Services
Balch Road Improvements – Neldabrook Way to Gillespie Road
Madison, Madison County, Alabama
S&ME Proposal No. 23820015

◆ **Compensation**

Based on the information provided to us and the activities as described under the Scope of Services outlined above, S&ME proposes the following budgets:

Task	Unit Fee	Units	Budget
1. Construction Best Management Practices Plan	\$4,470	1	\$4,470
2. Pre-Construction Observation	\$730	1	\$730
3. Notice of Intent	\$930	1	\$930
3a. ADEM Permit Issuance Fee	\$1,385	1	\$1,385
4. Monthly and Post Precipitation Site Evaluations	\$375	36	\$13,500
5. Weekly Inspections	\$270	2	\$540
5. Semi-Annual CBMPP Evaluations	\$710	3	\$2,130
6. Termination Request	\$220	1	\$220
TOTAL PROPOSED BUDGET (18 MONTHS)			\$23,905

The proposed budgets will not be exceeded without prior authorization from you. Any additional activities, required or requested, will be accomplished on a negotiated basis.

◆ **Use of Proposal/Report**

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and resulting deliverable is limited to the above-referenced project and client. No other use is authorized by S&ME.

◆ **Authorization**

Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of the services.

If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.



Proposal for NPDES Construction Services
Balch Road Improvements – Neldabrook Way to Gillespie Road
Madison, Madison County, Alabama
S&ME Proposal No. 23820015

♦ **Closing**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of work, or if we may be of any further assistance, please call.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink, reading "Patrick Curwen".

Patrick Curwen
Environmental Staff Professional

A handwritten signature in blue ink, reading "Deborah J. Jones".

Deborah J. Jones P.E.
Senior Engineer

Attachments: S&ME Agreement for Services (Form AS-071)

RESOLUTION NO. 2023-065-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH MORELL ENGINEERING, INC.**

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 Morell Engineering, Inc., for the provision of professional construction engineering, inspection, and construction materials testing services for the Madison Boulevard Resurfacing and Safety Improvement Project, 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 Morell Engineering, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

A G R E E M E N T

BETWEEN

MORELL ENGINEERING, INC. (CONSULTANT)

AND

CITY OF MADISON (CITY)

ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT)

**TRANSPORTATION SUPPORT SERVICES
STATEWIDE**

AGREEMENT

Transportation Support Services

This AGREEMENT is made and entered into by and between the City of Madison, hereinafter referred to as the CITY and Morell Engineering, Inc., which is qualified to do business in the State of Alabama, with its principal Alabama office at 711 East Hobbs Street, Athens, Alabama 35611, Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the CONSULTANT has agreed and by these present does agree with the CITY, for the consideration hereinafter mentioned, to prepare roadway plans and provide other requested pre-construction, administrative and/or general services activities on-call, for the CITY. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies, and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies, as specified in ARTICLE I of this AGREEMENT.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated, it is hereby agreed between the parties as follows:

The CONSULTANT will meet the requirements for conformance with the Standards adopted by AASHTO and approved by the Secretary of Transportation of the United States in cooperation with the CITY and will ascertain the written practices of the CITY prior to beginning any work on this project. All work required under this AGREEMENT will be performed in accordance with these standard practices, and any special requirements hereinafter set forth. All work performed by the

CONSULTANT under this AGREEMENT will be subject to the Review, Approval and Acceptance of the CITY before the CONSULTANT will be paid for the work.

“As a part of the obligation of the CONSULTANT to the CITY under this AGREEMENT, the CONSULTANT does hereby certify that CONSULTANT has no financial or other interest in the outcome of the project proposed under this AGREEMENT”.

ARTICLE I – SCOPE OF WORK

The CONSULTANT will prepare roadway plans and provide other requested pre-construction, administrative and/or general services activities on-call, for the CITY. The projects may include, but not be limited to, resurfacing, safety, intersection improvements, signal design, lighting design, intelligent transportation system (ITS) design, preliminary bridge design, bridge design, bridge inspection, environmental studies and, when needed, emergency projects, and portions of projects such as traffic control plan (TCP), erosion control plan (ECP), hydraulic design, project review, and traffic engineering studies as outlined in the sections below. The cost for performing these design services shall not exceed \$100,000 per project, unless approved by the Chief Engineer.

The work to be performed by the CONSULTANT may include all as follows:

SECTION 1 – ENVIRONMENTAL STUDIES

TASK A – FIELD REVIEW

A-1. The CONSULTANT will obtain and study CITY supplied mapping and accompany the CITY on an initial field review to identify obvious environmentally sensitive areas within the project corridor.

TASK B: PERFORM ENVIRONMENTAL ANALYSIS

B-1. CONSULTANT will perform environmental analysis as follows:

Contract ID# STPAA-4522 Madison Blvd

Page | 3

1. Conduct social, economic and environmental studies sufficient to comply with FHWA Technical Advisory T6640.8A dated October 30, 1987, and 23 CFR, Part 771.

The archaeological phase of the cultural resource survey will identify sites that will be affected by alternates carried forward in the Environmental Document. The cultural resource report will include a recommendation as to whether the archaeological sites are eligible for the National Register of Historic Places. A letter from the CONSULTANT will accompany the cultural resource survey and shall describe the effects of each alternate on any archeological site eligible for the National Register of Historic Places and/or any structure eligible for the National Register of Historic Places. If there are eligible archeological sites that cannot be avoided, the CITY may instruct the CONSULTANT to determine if the sites are important for what can be learned by data recovery or if the sites warrant preservation in place. All work shall be performed in compliance with 36 CFR 800.

The CONSULTANT shall submit:

- a. A letter from the U.S. Fish and Wildlife Service containing a list of the threatened and endangered species that may exist within the project area.
- b. If threatened or endangered species are identified, qualifications of personnel, either sub-consultant or in-house personnel, who will perform endangered and threatened species work. Qualifications should indicate expertise with those species involved with the proposed project.

The Consultant shall perform all studies of endangered species in accordance with FHWA Technical Advisory T6640.8A dated October 30, 1987, 23 CFR, Part 771

and Section 7 of the Endangered Species Act to the point where a “no effect” or a “may effect” determination can be made for each alternative under consideration. In the event of a “may effect” determination, additional studies may be required for Formal Consultation with the U.S. Fish and Wildlife Service. If additional studies are required, the CITY may instruct the CONSULTANT to submit a proposal for approval before performing the work.

A wetland assessment will be performed for each alternative. The wetlands will be identified using criteria set forth in the U. S. Army Corps of Engineers 1987 “Manual for Delineating Wetland”, however, a full delineation is not required. The wetland assessment does not require the completion of delineation forms, but will require the judgment of a wetlands specialist. The approximate limits of wetlands shall be marked on maps and quantified such that alternatives can be compared. A wetland evaluation report shall be submitted in accordance with T6640.8A.

2. When an alternative matrix is required, the CONSULTANT will furnish the CITY a matrix of environmentally sensitive features, and the cost for minimizing any adverse environmental effects.
 3. If a Public Involvement meeting is required, the CONSULTANT will meet with the CITY prior to the Public Involvement Meeting.
- B-2. If a Value Engineering Review is conducted, the CONSULTANT will provide all necessary material.
- B-3. When a Public Involvement Meeting is necessary, it will be conducted by the CITY, or CONSULTANT if requested by the CITY. The CONSULTANT will prepare technical data, maps, and plans as necessary for the public meeting(s). Representatives of the CONSULTANT

will be in attendance at the public meeting(s) to explain or comment upon matters pertaining to studies completed on this project. The CONSULTANT will assist the CITY in analyzing comments received through the public meeting(s) and in resolving comments within the scope of the AGREEMENT to the satisfaction of the CITY.

B-4. Review each feasible alternate design. Prepare Environmental Document in compliance with all current Federal Highway Administration Guidelines and Directives. Based on the type of document required for the project, submit the following number of copies of the Environmental Document to the CITY (submit copies for review along with an original title sheet for approval, and upon receipt of review comments, make necessary corrections and resubmit corrected copies):

<u>Type of Document</u>	<u>Copies of document for review</u>	<u>Copies of approved document</u>
Re-evaluation	5	5
Categorical Exclusion (CE), checklist	5	5
Categorical Exclusion (CE), written	5	5
Environmental Assessment (EA)	7	30
Finding of No Significant Impact (FONSI) (EA before hearing, FONSI after hearing)	7	30
Draft Environmental Impact Statement (DEIS) (to be submitted before corridor hearing)	10	150
Final Environmental Impact Statement (FEIS) (to be submitted in C-2)	10	150

B-5. When a Corridor Public Hearing(s) or combination Corridor/Design Public Hearing(s) is necessary, it will be conducted by the CITY or CONSULTANT if requested by the CITY. The CONSULTANT will prepare data, maps, and plans as necessary for the Public Hearing.

Representatives of the CONSULTANT will be in attendance at the Public Hearing to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will assist the CITY in analyzing comments received from the Public Hearing, within the scope of this AGREEMENT, to the satisfaction of the CITY.

TASK C: PREPARE ENVIRONMENTAL DOCUMENT

C-1. Identify hazardous material sites on all alternatives under consideration. Submit locations of known hazardous material sites and underground storage tanks affected by the selected alternate to the CITY in order for the CITY to determine estimated cost of clean-up, if required. The consultant will conduct the initial site assessment in accordance with FHWA's Guidelines, Techniques and Approaches to Screening Right-of-way.

(The Phase I Hazardous Material Site Assessment will be conducted by one of the hazardous material specialty consultants that are approved by the ALDOT's Materials and Tests Bureau. The Man-day and Fee Proposal for the Phase I Site Assessment will be included in the Man-day and Fee Proposal for the Corridor Study. The CONSULTANT will provide to the Hazardous Material consultant maps indicating the alternatives that are to be studied. The CONSULTANT will provide a copy of the Phase I Site Assessment to the ALDOT's Environmental Technical Section.

Upon the selection of an alternative, the CONSULTANT will provide the ALDOT's Environmental Technical Section maps or plans depicting the location of the hazardous material sites in relation to the proposed and existing right-of-way for the proposed project.

If Phase II investigations are warranted, this will be the responsibility of the ALDOT's Materials and Tests Bureau. The results of the Phase II investigation, such as cost for cleanup

or no further investigative action required, will be forwarded to the CONSULTANT by the ALDOT's Environmental Technical Section. The results should be included in the final environmental document for the project.)

- C-2. The CONSULTANT will prepare the final Environmental Document and submit the required (see B-4) number of copies and an original title sheet for approval to the CITY for review. Upon receipt of review comments, make any necessary corrections and resubmit corrected copies. If an FEIS is being prepared, a draft record of decision (ROD) will also be submitted. After approval, submit the required (See B-4) number of copies of the approved document.
- C-3. The CONSULTANT will submit coordinate mapping, in DXF or DGN format, showing location of environmentally sensitive features such as wetlands and endangered species habitats.
- C-4. The CONSULTANT, at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) to the CITY. The CADD files are required to be completely compatible with the Department's current production versions of CADD software. Deliverables to the CITY will include all CADD files.
- C-5. At the completion of this project, the CONSULTANT shall supply the approved environmental document (including all images, figures, tables, photos, maps, etc.), in Microsoft (MS) Word format on Compact Disc (CD), to the CITY. Appendices are to be supplied to the CITY and are to be in MS Word or PDF format.

SECTION 2 - ROADWAY PLANS

The CONSULTANT will perform the following as applicable:

- A. The development of the plans will follow the procedure as shown in the ALDOT's "*Guide for Developing Construction Plans*" and "*Guidelines for Operation*".

Contract ID# STPAA-4522 Madison Blvd

Page | 8

- B. Study available traffic data, which will be furnished by the CITY, and reaffirm the Design Criteria consistent with the policies of the CITY, and of criteria established during the Corridor Studies.
- C. The CONSULTANT will prepare hydraulic designs and supporting calculations according to approved chapters of the ALDOT Hydraulic Manual, otherwise in the absence of direction in the ALDOT Hydraulic Manual then in conformity with provisions of the Federal Highway Administration (FHWA) Hydraulic Circulars, American Association of State Highway and Transportation Officials (AASHTO) Guidelines or as instructed by the CITY.
- D. The CONSULTANT will, without compromising safety, select the hydraulic design that is most cost effective from a selection of practicable design alternatives. Designs will comply with the requirements of the ALDOT, CITY, the FHWA, and Federal Emergency Management Agency (FEMA).
- E. The CONSULTANT in the development of the designs will conduct investigations to ensure that the geometric design of pavements, if feasible, is such that the drainage capacity of the pavement is not exceeded in such way as to create unreasonably hazardous water-film depths for hydroplaning to occur. The latest and most comprehensive technology in existence from FHWA and AASHTO will be used to design, analyze and correct pavement drainage deficiencies in an effort to preclude or minimize high hydroplane potential situations. Particular attention will be given to transition sections and sags of all vertical curves.
- F. Edge of Pavement Profiles with true elevations will be computed and furnished for all horizontal curve transitions and sag vertical curves where curb and gutter sections and/or a paved island is used.

- G. The CONSULTANT will prepare Floodplain Studies for the project to include a “Risk Assessment” and “Risk Analysis” where applicable in the development of designs in accordance with the requirements of Federal Aid Policy Guide, 23 CFR 650A. Also, the forms HYD-100, HYD-101, and HYD-102 will have to be completed prior to the Plan-in-Hand review.
- H. Each project plan assembly submitted by the CONSULTANT for Hydraulic Review will contain no less than the minimum amount of hydraulic and hydrologic data necessary and as specified in Chapters 2, 3 and 4 of the ALDOT Hydraulic Manual.
- I. The CONSULTANT will prepare topographic quad maps showing drainage outfalls and other pertinent project data as required by Alabama Department of Environmental Management (ADEM) for the application of a construction stormwater permit. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and/or designs for structural controls that conform with applicable ADEM regulations regarding the selection and implementation of Best Management Practices (BMPs). When required by the CITY, the CONSULTANT will prepare a Construction Best Management Practices Plan based on the latest template provide by the CITY. The CONSULTANT will prepare an erosion control and sedimentation prevention plan including devices and or designs for structural controls that conform to AASHTO’s *Highway Drainage Guidelines, Volume IV, Guidelines for Erosion and Sediment Control in Highway Construction (2007)* and to the Alabama Soil and Water Conservation Committee’s *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas, March 2009*.
- J. Each project Plan Assembly will include title geometric layout, summary of quantities, typical section, drainage section, plan and profile, paving layout, traffic control, signing, striping,

earthwork cross-section, erosion control and sedimentation prevention, and all other sheets required for receipt of bids by the CITY for all grade, base, pave and drain work. Drainage structure information will be placed on the plans according to Chapters 2, 3 and 4 of the ALDOT Hydraulic Manual, Guidelines for Operations and Plan Preparation Manual, unless otherwise specified. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities, for the area included in the proposed right-of-way and an area of at least 100 feet in width adjacent to the proposed right-of-way. The contract plans will be completed in detail for all construction, in accordance with the CITY's design policies and practices in effect at the time of the final plan submittal. Basic computations will be made for alignment and for layout of intersections.

- K. Drainage Section drawings will be provided for all proposed drains and existing drain modifications along the project centerline and within the project work limits. Stream bed data acquired from a field survey will be used where applicable to establish and depict the stream bed slope, the drain inlet, the drain outlet, and the profile configuration of the ditch or channel as it ties in to the drain.
- L. Prepare designs and detailed contract plans at a horizontal scale of 1"=50' and vertical scale of 1"=5', or as otherwise approved by the CITY, completely dimensioned for roadway construction, together with drainage and intersection layouts. Special drawings of complicated intersections may be prepared at scales other than those above as approved by the CITY.
- M. Arrangements will be made by the CITY with any affected utility owner to prepare plans for any utility relocations. Following the Plan-In-Hand Inspection, the CONSULTANT will provide utility base sheets and CADD files to the CITY showing existing utilities for CITY's use and coordination with the utility companies. All CADD files are required to be completely

compatible with the Department's current production versions of CADD software. The finalized Utility Base Sheets will be a part of the respective final plan assemblies.

- N. The applicable provisions of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, (or latest succeeding standard specifications issued by the ALDOT prior to the time of final plan submittal) will apply to all work performed by the CONSULTANT under this AGREEMENT. The CONSULTANT will prepare supplemental specifications and special provisions for approval of the CITY of any needed items not covered by the aforementioned Standard Specifications.
- O. Prepare estimates of quantities and construction costs for each set of contract plans, itemized and properly symbolized in accordance with the Standard Specifications above noted, using unit prices as supplied or approved by the CITY on projects of comparable work in the general area of the project, if available. Upon completion of the plans, copies of the Quantity Computations will be furnished to the CITY.
- P. Following the 30% Review, a Public Involvement Meeting will be conducted by the CITY with assistance from the CONSULTANT. The CONSULTANT will prepare data, maps, and plans as necessary for the Public Involvement Meeting. Representatives of the CONSULTANT will be in attendance at the Public Involvement Meeting to explain and comment upon matters pertinent to studies performed on this project. The CONSULTANT will assist the CITY in analyzing comments received from the Public Involvement Meeting, within the scope of this AGREEMENT, to the satisfaction of the CITY.
- Q. Preliminary detailed contract plans and estimates for each construction project

shall be submitted to the CITY before the final tracings are completed. The CONSULTANT will prepare Traffic Control Plans for handling traffic during construction and a Sequence of Construction will be prepared for each set of contract plans.

- R. The CONSULTANT will coordinate these plans with existing and proposed plans of the CITY.
- S. The CONSULTANT will prepare plans using size and weight of pens as indicated in ALDOT's CADD Standards that will facilitate the ALDOT's development of one-half (1/2) size drawings. CADD File Names and level structure shall be in accordance with ALDOT CADD Standards. A true model of the design surface shall be created so cross-sections can be accurately annotated, or a slope stake report can be created and placed in the plans. Alignment coordinates used in the Location and Design process shall also be shown in the plans.
- T. After the Plan-In-Hand Inspection, the CONSULTANT may prepare reproducible base maps showing property ties and ownership and submit to the CITY with the latest recorded deeds and preliminary plans showing construction limits and acquired right-of-way limits for the use of the CITY in acquiring right-of-way. The right-of-way submittal shall be accompanied by an electronic disk of CADD files showing all base maps and acquired right-of-way information.
- U. Three separate plan reviews plus other reviews up to and including the P.S. & E., as required by the Alabama Department of Transportation Guide for Developing Construction Plans (G.D.C.P.), will be conducted. The CONSULTANT will prepare and submit sets of selected plan sheets for requesting materials recommendations and handling of Railroad Agreements, City/County Agreements and other Coordination Sets as required in accordance with the G.D.C.P. The CONSULTANT will prepare and submit sets of plans for a 30%

completion review, for a Plan-In-Hand Inspection, and for a P.S. & E. Inspection. The number of plan sets required for all submittals will be as directed in the G.D.C.P. After plan revisions have been made to the plans by the CONSULTANT, following and including all comments made during the P.S. & E. Inspections, the CONSULTANT will submit sets of prints of plans to the CITY for its Quality Control review. The CONSULTANT will submit sets of prints after Quality Control comments have been addressed for Construction Bureau's Review. After plan revisions are complete, the CONSULTANT will submit final plans. Construction cost estimates will be furnished with the 30%, P.S.& E., Construction Bureau review and final plan submittals. The CONSULTANT will be required to prepare and submit a grade book with grades shown on fifty (50) foot stations. The cross-sections shown on the plans will be shown on one hundred (100) foot stations or as directed by the CITY.

- V. The CONSULTANT, at each review stage and as required by the GDGP, and at the completion of this project, will supply all CADD files, and related files, on Compact Disc (CD) with an electronic document listing the contents of each file. The CADD files are required to be completely compatible with the Department's current production versions of CADD software. Deliverables to the CITY will include all CADD files.

SECTION 3

BRIDGE PRELIMINARY PLANS

- A. Type, Size and Location Drawings (TS&L's) for each bridge will be furnished to establish the general design features of each structure.
- B. Typical sections for the type design proposed will be shown for each structure.
- C. Minimum horizontal and vertical clearances will be shown for grade separation structures.

- D. The CONSULTANT will show hydraulic data and stream velocity (provided by the CITY) through the proposed bridge for each drainage structure.
- E. Prints will be furnished as necessary to the CITY for submittal to County State, or Federal agencies involved for review and approval.
- F. A “square foot” construction cost estimate for each structure will be provided.

BRIDGE FINAL PLANS

After approval of the preliminary plans by the lead agency plans will be provided to the CITY and FHWA, the CONSULTANT will develop final plans based on the approved preliminary plans. Final plans will be developed in sufficient form and detail for the STATE to let a construction contract. The final design, detailed drawings and materials will be prepared in accordance with the ALDOT Bridge Bureau Structural Design Manual, ALDOT Bridge Bureau Quality Control Manual for Bridge Detailing, the ALDOT Bridge Bureau Plan Development QC/QA Plan and Checklist and will meet the approval of the STATE and FHWA. The CONSULTANT may make maximum utilization of Bridge and Special Project drawings and plans of existing bridges where applicable, and the CONSULTANT will accomplish the following:

- A. Prepare supplemental specifications and special provisions for items not covered by the Standard Specifications, supplemental specifications of special provisions of the STATE.
- B. Prepare estimates of quantities and construction costs itemized and properly symbolized in accordance with the Standard Specifications for Highway Construction using unit prices furnished by the STATE.
- C. Preliminary detailed contract plans and estimates will be submitted to the lead agency and then to the STATE for review before final contract drawings are complete.

- D. The contract plans will be completed in accordance with current practices of the STATE in the preparation of Federal Aid Plans.
- E. The CONSULTANT will prepare plans using drafting techniques that will facilitate the STATE's development of one-half (1/2) scale drawings.
- F. The CONSULTANT will make an independent structural check of the bridge plans, including a check of design stress analysis and a check of detailing and drafting of completed plans. Competent personnel other than those performing the original design will make this independent check, detailing and drafting, but such personnel may be within the firm that performed the original design. The person(s) making the check will certify on the plans that the check was made.
- G. The CONSULTANT will, at the request of the STATE, correct any plan errors or omissions found in design, detailing or drafting before or after acceptance of final plans by the STATE.
- H. The CONSULTANT will submit final contract drawings, final calculations and a compact disc (CD) containing all digital files compatible with the Department's current production versions of CADD software.

SECTION 4 – TRAFFIC SIGNAL DESIGN SERVICES

The work performed by the CONSULTANT may include, but not be limited to, the following:

- A. Assist the CITY in the design, review, construction process and system management and/or maintenance. This includes specifications, construction plan development, project meetings, bid analysis, construction and final inspections.
- B. Provide 12-hour traffic counts with turning movements, pedestrian data, and accident data.

- C. Provide trip generation studies, intersection operation analysis, capacity analysis, ramp metering studies, roundabout studies and traffic simulation.
- D. Prepare traffic signal warrants, per the MUTCD, and perform analysis using SYNCHRO and SIMTRAFFIC.
- E. Implement timings into controllers and make adjustments.

SECTION 5 – FIBER OPTIC AND ITS SERVICES

The work performed by the CONSULTANT shall include, but not be limited to, the following:

- A. Assist the CITY in the design, review, construction process and system management and/or maintenance. This includes specifications, construction plan development, project meetings, bid analysis, construction testing/inspections including final inspections and maintaining fiber management databases.
- B. Study the existing ATMS System and be capable of making additions and/or extensions without appreciable changes to the existing ALDOT ITS software.
- C. The CONSULTANT shall be available on an as-needed basis to the CITY for the purpose of providing support and expertise in the area of fiber optic communication networks. This includes work that may be beyond normal business hours and at various locations throughout the state.
- D. Provide training to CITY personnel in fiber optic theory, terms as they apply to fiber optics, installation and maintenance technology, the use of connecting, splicing and testing equipment.
- E. Provide assistance in the evaluation and testing of new products, including surveillance, detection, communications, networking and information display devices.

SECTION 6 – ELECTRICAL ENGINEERING SERVICES

The work performed by the CONSULTANT shall include, but not be limited to, the following:

- A. The CONSULTANT will provide completely designed projects ready for letting, partial plans to be inserted into other roadway plans for letting, or reports and studies as directed.
- B. The CONSULTANT will produce plan sets on a CADD system using current ALDOT CADD Standards and be capable of electronically transmitting/receiving project files or individual sheets to/from the ALDOT's Central Office.
- C. Upon notice from the CITY for Need of Services, the CONSULTANT will attend a scope of work meeting. Within five (5) workdays after the scope of work meeting the CONSULTANT will provide a written project scope including the understanding and a detail cost estimate for the required design services for review and approval by the CITY. The CONSULTANT will proceed with the work on a project only after receiving written authorization from the CITY.
- D. All lighting level calculations will be made using AGi32 or other Department approved programs. The CONSULTANT shall perform all calculations using the illuminance method of design. The CONSULTANT shall attend the Plan-in-Hand meeting and the PS&E meeting or the combination Plan-in-Hand/PS&E meeting to discuss the calculation results and lighting design with ALDOT.
- E. The CONSULTANT will write specifications for all special hardware and installation techniques not covered in the ALDOT's existing Section 750 – Roadway Lighting, Section 756 – Electrical Conduits under Roadway, and Section 889 – Roadway Lighting Materials.
- F. The CONSULTANT will provide to the CITY a complete set of final plans, including all sheets in a .DGN format on DVD or other optical storage media. In addition, the CONSULTANT

will provide the CITY with a complete full-size (24' x 36") plans on paper with the exception of the title sheet, which shall be submitted on Mylar. All calculations will be turned over in a systematic manner.

SECTION 7 – BRIDGE INSPECTION SERVICES

Scope of services for consultant inspection:

- A. The CONSULTANT will be responsible for providing all necessary traffic control, to include personnel, equipment and devices. Prior to the deployment of any traffic control, the CONSULTANT will provide a copy of the traffic control plan to ALDOT for review.
- B. The CONSULTANT will be responsible for providing all needed access equipment to include manlifts, reachalls, platforms, etc.
- C. The CONSULTANT will begin bridge inspections as instructed by the CITY and the CONSULTANT will complete each bridge inspection as safely and promptly as possible.
- D. Qualifications of inspection personnel will be as follows:
 - a. Each inspection team leader shall be an Alabama Certified Bridge Inspector (CBI).
 - b. All team members must have successfully completed the National Highway Institute (NHI) course "Safety Inspection of In Service Bridges".
- E. All CONSULTANT personnel performing engineering evaluations must have a professional engineering license in the State of Alabama.
- F. The CONSULTANT will provide inspection services on specified bridge structures to include the following:
 - a. Routine inspections of structures, performed at the hands-on inspection level
 - b. Fracture critical inspection of bridges
 - c. Channel cross-sectioning of bridges

- d. NDE (Non Destructive Evaluation) and NDT (Non Destructive Testing) of bridges as specified
- G. The CONSULTANT will provide engineering evaluation services for specified bridge structures as follows:
 - a. Review inspection findings and identify deficiencies
 - b. Determine effect of those deficiencies on the structure
 - c. Recommend repairs/corrections to the CITY to address those deficiencies
 - d. Provide budgetary estimates for those repairs/corrections to the CITY
- H. The CONSULTANT will rate the structures as follows:
 - a. Model each specified structure in AASHTOWare Virtis™ including trusses, floor beams and stringer; provide an export copy of the Virtis bridge definition to ALDOT.
 - b. The CONSULTANT will use same version of Virtis™ used by ALDOT.
 - c. Supply rating report sealed by a professional engineer licensed in the State of Alabama
- I. The CONSULTANT will provide the following documentation:
 - a. Inspection Reports
 - i. Completed Bridge Inspection (BI) forms from Alabama Bridge Information Management System (ABIMS), to be signed by the CONSULTANT inspector and CONSULTANT reviewer as required
 - ii. Scour plots provided through the ABIMS Webscour Module
 - iii. Inspection notes, sketches and annotated photographs
 - iv. CONSULTANT will enter all inspection data into ABIMS
 - b. “As-exists” drawings for any structures that are missing structural drawings

- c. A separate structural evaluation report, sealed by a professional engineer licensed in the State of Alabama.

ARTICLE II – OBLIGATION OF CITY TO CONSULTANT

The work to be performed by the CITY will include the following (unless the CITY instructs the CONSULTANT to perform said work), as applicable:

- A. Provide all traffic data, which is deemed necessary by the CITY.
- B. Provide all available Digitized Quadrangle mapping, aerial photography, preliminary plans, layouts, profiles, survey data and any other data in connection with the work included in this AGREEMENT previously performed by or for the CITY.
- C. As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information.
- D. Furnish the CONSULTANT unit prices and/or per costs to be used in cost analysis.
- E. Circulate required materials to appropriate agencies and governmental bodies for review and receive comments.
- F. Advertise, conduct and provide necessary transcripts of Public Involvement Meeting (s) and Corridor Public Hearing (s) with the assistance of CONSULTANT.
- G. Prepare right-of-way maps, tract sketches, right-of-way deeds, and acquire right-of-way.
- H. Upon receipt of prints of final plans from the CONSULTANT, the CITY will furnish plans to each utility service owner and handle the securing of all appropriate utility agreements.
- I. Provide a copy of applicable portions of the ALDOT Hydraulics Manual and Guidelines For Operation, Plan Preparation Manual and GDCP.

- J. Make any necessary studies, testing, reporting, etc. for any identified hazardous waste sites along the proposed alignment.
- K. Prepare hydraulic analysis for streams where bridges are required for selected alignment based on field survey by the CITY.
- L. Prepare final hydraulic report and bridge length recommendation for streams based on information required from the CONSULTANT.
- M. Perform all geotechnical work and pavement structural design.
- N. Perform field surveys.
- O. Provide "fiber cable management" software.
- P. Provide all applicable field information and plans of existing facilities.
- Q. Provide CONSULTANT with unit prices as needed.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

- A. The CONSULTANT will be notified in writing by the CITY and will be furnished a map showing the location of the project where work is to be performed, and a description of work requested, before beginning a project for the CITY.
- B. The CONSULTANT will prepare a proposal to include fee estimates in accordance with the terms of this AGREEMENT for approval by the CITY before beginning any work. The CONSULTANT may also be required to submit a man-day and fee estimate to the CITY.
- C. The CITY has the absolute right to reject all or parts of a proposal and may cause rejected work to be accomplished by other or different parties.
- D. The CONSULTANT will begin work within five (5) days after receipt of the approved proposal that will constitute the Notice to Proceed from the CITY.

- E. The CONSULTANT will furnish a monthly progress report on all work in progress, indicating work that has been completed to date as well as the schedule for completion of remaining work.
- F. This AGREEMENT will be effective upon the date of approval by the Legislative Contract Review Oversight Committee, and the signature of the Governor of Alabama, for a term of two years. Any requests for work by the CITY, made prior to the end of the two-year term will be covered by this AGREEMENT.

ARTICLE IV - PAYMENT

SECTION 1

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When a Region/Bureau requires the CONSULTANT to stay overnight at a project, the CONSULTANT will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the appropriate Region/Bureau.

For performance by the CONSULTANT of the services provided for in this AGREEMENT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the CONSULTANT in connection with this AGREEMENT, and subject to conformity with all provisions of this AGREEMENT, the CITY will pay the CONSULTANT as follows:

- A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

1. Direct Salary and Wages – Actual salary and wages paid personnel while actually engaged in the performance of the work, all as determined by the ALDOT's Bureau of Finance and Audits.
2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the CONSULTANT not included in the overhead rates, applicable to services provided under this AGREEMENT. Subsistence for personnel engaged for assignments under this AGREEMENT at rates payable under STATE law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
3. For work performed out of the CONSULTANT'S home or branch office, the CONSULTANT'S home office overhead and labor additive rate of 174.24 percent (for Fiscal Year Ending 12/31/2021) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.25 percent (for Fiscal Year Ending 12/31/2021) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT.
4. For work performed out of ALDOT provided facility, the CONSULTANT'S field office and labor additive rate of 89.64 percent (for Fiscal Year Ending 12/31/2021) shall be applied to the direct salary and wages. Field office Facilities Capital Cost of Money (FCCM) rate is 0.25 percent (for Fiscal Year Ending 12/31/2021) of the direct labor and

no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT.

5. ~~For work performed out of STATE provided facility, the CONSULTANT'S geotechnical office and labor additive rate of 0.00 percent shall be applied to the direct salary and wages. Geotechnical office Facilities Capital Cost of Money (FCCM) rate is 0.00 percent of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the AGREEMENT unless revised by SUPPLEMENTAL AGREEMENT. (NOTE: For CONSULTANTS that have not provided an audited geotechnical office overhead rate, the billable geotechnical office rate shall be 125.00 percent until such time as one is provided to the STATE'S Bureau of Finance and Audits, External Audit Section.)~~
6. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
7. The ALDOT's Bureau of Finance and Audits, External Audit Section, shall be furnished a Financial Statement Audit that is in compliance with Generally Accepted Accounting Principles and an audited Statement of Indirect Cost developed in compliance with the Contract Cost Principles and Procedures stated in Volume 1, Federal Acquisition Regulations, Part 31, and the audit standards contained in the Government Auditing Standards issued by the Comptroller General of the United States by the end of the fifth month after the closing of the CONSULTANT's fiscal year.

8. An annual Certified Labor Rate for all employees of the CONSULTANT which may perform work under this AGREEMENT shall be furnished to the ALDOT's Bureau of Finance and Audits, External Audit Section, the beginning of each fiscal year this AGREEMENT is in effect. This Certification must be sent by the end of first month of the CONSULTANT's new fiscal year. Any changes occurring during the CONSULTANT's fiscal year such as the addition of new employees, annual pay increase and/or promotions which may affect the AGREEMENT will require a new certification on the employee affected as they occur.
9. Any paid overtime shall require prior authorization from the Region Engineer. Billable overtime is all time worked over Forty Hours each week or holidays observed by the CONSULTANT.

For firms that include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly overtime rate will be 1.5 times the billable rate.
- b. Hours worked on holidays observed in the Region on the work that is being performed by the CONSULTANT will be billable at an hourly rate of 2 times the regular billing rate.

For firms that do not include the premium portion of direct labor overtime in the Direct Labor Base of the Indirect Cost Rate Calculation:

- a. The hourly rate will be one 1 times the billable rate.
- b. The premium portion of overtime will be billed in accordance with the CONSULTANT'S Indirect Cost Rate Calculation.

10. The maximum amount payable to the CONSULTANT for the work provided for under this AGREEMENT shall not exceed Two Hundred Seventy-Nine Thousand Seven Hundred Seventy-Four and 00/100 Dollars (\$279,774.00).

SECTION 2

- A. Certified payroll reports for the personnel actively engaged on work included in this AGREEMENT will be furnished with each payment request.
- B. Payments to the CONSULTANT shall be made not more often than monthly. Such payments shall be subject to submission by the CONSULTANT of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice, signed in blue ink and notarized, shall be submitted by the CONSULTANT to the appropriate Region/Bureau Office for review, approval and forwarding to the ALDOT's Bureau of Finance and Audits, External Audit Section, located in Montgomery, Alabama for payment.
- C. The CONSULTANT will correlate and coordinate the accounting of CONSULTANT to comply with the current audit system of the ALDOT and applicable Federal Acquisition Regulations. Since this is a cost reimbursable type of AGREEMENT, all direct job costs, and labor costs charged to the project will be the actual rate of pay at the time work is performed and will be subjected to audit by the ALDOT. Reviews and/or audits of the CONSULTANT's records may be performed to verify actual labor costs, actual quantities and actual expenses charged to this AGREEMENT as determined by the ALDOT's Bureau of Finance and Audits, to correct any errors, omissions or misstatements. In addition, upon request by the CITY, the CONSULTANT shall provide any and all personnel and/or employment records of the CONSULTANT's staff actually engaged in the performance of work.

SECTION 3

The acceptance by the CONSULTANT of the final payment will constitute and operate as a release to the CITY of all claims and of any and all liability of the CITY to the CONSULTANT, its representatives and/or assigns for all things done, furnished or relating to the services rendered by the CONSULTANT under, or in connection with this AGREEMENT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.

SECTION 4

The work to be performed under this AGREEMENT shall not include any work payable to the CONSULTANT under any other AGREEMENT(S) with the CITY in effect at the time the work is performed.

ARTICLE V - MISCELLANEOUS PROVISIONS

Exhibits A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q, R and S attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the parties respectively as fully and completely as they would bind the parties if such terms and provisions were set forth in writing in the AGREEMENT.

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 there from.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves

Contract ID# STPAA-4522 Madison Blvd

Page | 28

the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

In WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be effective on the date of approval by the City of Madison.

ATTEST: **MORELL ENGINEERING, INC.**

By: _____
(Affix Corporate Seal)

By: _____
William T. Morell, President

RECOMMENDED FOR APPROVAL:

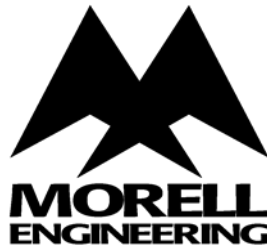
ATTEST: **CITY OF MADISON**

By: _____
(Affix Corporate Seal)

By: _____
Paul Finley, Mayor

The within and foregoing instrument is hereby approved on this _____

Day of _____, 20____.



January 10, 2023

E. Michelle Dunson, PE
City of Madison
100 Hughes Road
Madison, Alabama 35758

Subject: Proposal to Provide Engineering Services
STPAA-4522 Resurfacing, Traffic Stripe, and Signal Modifications on Madison Blvd. from
Westchester Ave. to Flagstone Dr.; Traffic Signal Replacement and Drainage
Improvements at the Intersection of Madison Blvd. and Wall Triana Hwy. SW/Sullivan
St.; EB Left Turn Lane Addition on Madison Blvd. at the Intersection of Madison Blvd.
and Wall Triana Hwy. SW/Sullivan St.; Additions of EB Right Turn Lane and WB Left/U-
Turn Lane for 8151 Madison Blvd.
City of Madison, Alabama

Ms. Dunson:

Morell Engineering is pleased to submit this proposal to provide engineering services for the subject project. This proposal outlines the information provided to us regarding the project, our proposed scope of services, and a cost estimate (ALDOT man-day estimate) for the proposed services.

The City of Madison has plans to resurface and stripe Madison Boulevard from Westchester Avenue to Flagstone Drive. This project includes three intersections through these limits where existing signals will be modified to provide upgraded vehicle detection. This project also includes traffic signal replacement and drainage improvements for the intersection of Madison Boulevard and Wall Triana Highway SW/Sullivan Street; in addition to the traffic signal replacement and drainage improvements at this intersection, it is our understanding that the City of Madison would also like to add another eastbound left turn lane from Madison Boulevard onto Sullivan Street. It is also our understanding that the City of Madison would like to add an EB right turn lane and a WB left/u-turn lane for access to 8151 Madison Blvd. Our scope of services provided include surveying, geotechnical engineering for materials report, and roadway plans design including traffic signal design work.

The surveying services will be in accordance with the Alabama Standards of Practice for Land Surveying. Our survey will include existing features, topography, existing utilities (as located by 811 and provided data from local utilities), and right-of-way limits within the project limits. These services will also include traffic signal component information required for the traffic signal modification design.



Our Geotechnical services will be performed in accordance with the guidelines established in the ALDOT 390, *Procedure for Preparing Materials Reports and Conducting Soil Surveys* (latest revision date). Additionally, passive pressure analyses will be performed for the planned traffic poles.

Morell Engineering will perform a total of twelve (12) soil test borings for this project. Eight (8) of the borings will be performed in planned turn lane areas, and the remaining four (4) borings will be performed at the planned traffic pole locations. The pavement borings will each be extended to a depth of 10 feet, or refusal, whichever occurs first. The traffic pole borings will each be extended to a depth of 25 feet, or refusal, whichever occurs first. Exploration of refusal materials, if encountered, is not included in our scope of services.

Standard Penetration Tests (SPT) will be performed at standard sample intervals for each boring. Each of the samples will be visually classified by a member of our engineering staff and placed in sealed bags until being transported to our laboratory for testing.

The existing pavement will also be cored at select locations to determine the existing pavement structure (i.e., asphalt layer thicknesses, base type, and thickness) of the roadway. We have budgeted to include obtaining eight (8) asphalt cores.

All boreholes and asphalt core locations will be surveyed for location and elevation using a survey-grade GPS instrument by Morell Engineering personnel. Traffic Control will be provided for this project by Morell Engineering personnel.

Morell Engineering will contact the Alabama One Call service to locate public utilities within the roadways and roadway right-of-way prior to beginning any soil boring activities. While Morell Engineering will exercise standard care to avoid underground utilities, we will not be liable for damage to any unmarked or erroneously marked utilities.

To minimize hazardous conditions to others, each borehole will be backfilled upon completion using auger cuttings. Additionally, the upper approximately 12 to 24 inches of each of the boreholes will be backfilled using grout.

Soil samples representative of the soil(s) encountered at the site will be selected for laboratory testing. The laboratory tests will be used to aid in soil classification and to determine physical characteristics of the soils at the project site. Laboratory tests will include Atterberg Limits, Natural Moisture Contents, Sieve Analyses, and #200 Washes.

Morell Engineering will also provide design services and develop roadway construction plans for this project. These plans will be done in accordance with ALDOT's Guidelines for Operation (GFO) and Guide for Developing Construction Plans (GDCP). Roadway plans will be designed for the posted speed of Madison Boulevard. Estimates of quantities and construction estimates will be prepared. We will be partnering with Skipper Consulting for the signal design work.



We appreciate the opportunity to submit this proposal and we look forward to working with you. If you have any questions regarding this proposal, please contact us at your convenience.

Respectfully submitted,


W Taz Morell, PE/PLS
President

WTM/chs

Attachment: Man-Day Fee Proposal
Consulting and Service Agreement



Project No.	STPAA-4522
County	Madison (City of Madison)
Description	Resurface & Stripe Madsion Blvd, Westchester Ave to
Scope of Work	Flagstone Dr; Traffic Signal Replacement & Drainage Imp.
	at Intersection of Madison Blvd and Wall Triana/Sullivan St;
	EB Left Turn Lane on Madison Blvd at Wall Triana/Sullivan;
	EB Right and WB Left/U-Turn Lanes for 8151 Madison Blvd
Project Length	2.50 Miles
Consultant	Morell Engineering, Inc.

GRAND TOTAL OF FEE PROPOSAL	
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ALDOT 390 Soil Survey and Materials Report	\$42,333
Field Surveys	\$44,963
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$192,478
Bridge Plans	\$0
GRAND TOTAL FEE	\$279,774

Combined overhead rate (%) >>>>>>>>>>>>	174.24
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Facilities Capital Cost of Money (if used) >>>>> 0

LABOR RATES

Classification	Daily Rate
Project Manager	\$600.00
Engineer	\$520.00
Environmental	\$0.00
Engineering Technician/CADD	\$400.00
Environmental Technician	\$0.00
Clerical	\$280.00
PLS	\$600.00
Survey Crew	\$520.00
Asphalt Coring Crew	\$520.00
Traffic Control	\$1,000.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Signed _____

1/10/2023

Date _____

President, Morell Engineering

Position/Title

1/10/2023

Alabama Department of Transportation

10:18 AM

Project No.	STPAA-4522		
County	Madison (City of Madison)		
Description	Resurface & Stripe Madsion Blvd, Westchester Ave to		
Scope of Work	Flagstone Dr; Traffic Signal Replacement & Drainage Imp. at Intersection of Madison Blvd and Wall Triana/Sullivan St; EB Left Turn Lane on Madison Blvd at Wall Triana/Sullivan; EB Right and WB Left/U-Turn Lanes for 8151 Madison Blvd		
Project Length	2.50 Miles		
Consultant	Morell Engineering, Inc.		
Fee Proposal (ALDOT 390 Soil Survey and Materials Report)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. & Env.)	1.00	\$ 600.00	\$ 600.00
Engineer	7.50	\$ 520.00	\$ 3,900.00
Engineering Technician	2.50	\$ 400.00	\$ 1,000.00
Asphalt Coring Crew	1.50	\$ 520.00	\$ 780.00
Traffic Control	6.50	\$ 1,000.00	\$ 6,500.00
Clerical	0.00	\$ 280.00	\$ -
	Total Direct Labor		\$ 12,780.00
Combined Overhead (%)	174.24		\$ 22,267.87
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 35,047.87
Operating Margin (10%)			\$ 3,504.79
	Sub-Total		\$ 38,552.66
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
GSE, Inc.		\$	3,600.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	180.00
	Sub-Total		\$ 42,332.66
Facilities Capital Cost of Money (% of Direct Labor)	0.00	\$	-
TOTAL FEE		\$	42,332.66

**See Grand Total Fee sheet

1/10/2023

Alabama Department of Transportation

10:18 AM

Project No. STPAA-4522 County Madison (City of Madison) Description Resurface & Stripe Madsion Blvd, Westchester Ave to Flagstone Dr; Scope of Work Traffic Signal Replacement & Drainage Improvements at Intersection of Madison Blvd and Wall Triana/Sullivan St; EB Left Turn Lane on Madison Blvd at Wall Triana/Sullivan; EB Right and WB Left/U Turn Lanes for 8151 Madison Blvd Project Length 2.50 Miles Consultant Morell Engineering, Inc.					
ALDOT 390 Soil Survey and Materials Report	Engineer	Engineering Technician	Asphalt Coring Crew	Traffic Control	Clerical
Task A: Field Exploration and Laboratory Work					
A-1 Project Coordination	1.00	0.00	0.00	0.00	0.00
A-2 Pavement Distress Condition Survey	3.00	0.00	0.00	3.00	0.00
A-3 Pavement Coring/Patching	0.00	0.00	1.50	1.00	0.00
A-4 Soil Borings	0.50	0.00	0.00	2.50	0.00
A-5 Laboratory Work	0.00	2.50	0.00	0.00	0.00
Task A Totals	4.50	2.50	1.50	6.50	0.00
Task B: Soil Survey and Materials Report					
B-1 Draft Report	2.00	0.00	0.00	0.00	0.00
B-2 Final Report	1.00	0.00	0.00	0.00	0.00
Task B Totals	3.00	0.00	0.00	0.00	0.00
TOTALS	7.50	2.50	1.50	6.50	0.00

1/10/2023

Alabama Department of Transportation

10:18 AM

Project No.	STPAA-4522		
County	Madison (City of Madison)		
Description	Resurface & Stripe Madsion Blvd, Westchester Ave to		
Scope of Work	Flagstone Dr; Traffic Signal Replacement & Drainage Imp. at Intersection of Madison Blvd and Wall Triana/Sullivan St; EB Left Turn Lane on Madison Blvd at Wall Triana/Sullivan; EB Right and WB Left/U-Turn Lanes for 8151 Madison Blvd		
Project Length	2.50 Miles		
Consultant	Morell Engineering, Inc.		
Fee Proposal (Field Survey)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.375	\$ 600.00	\$ 225.00
PLS	3.75	\$ 600.00	\$ 2,250.00
Survey Crew (see man-day sheet)	12.75	\$ 520.00	\$ 6,630.00
Engineering Technician/CADD	14.50	\$ 400.00	\$ 5,800.00
Clerical	0.00	\$ 280.00	\$ -
	Total Direct Labor		\$ 14,905.00
Combined Overhead (%)	174.24		\$ 25,970.47
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 40,875.47
Operating Margin (10%)			\$ 4,087.55
	Sub-Total		\$ 44,963.02
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	Sub-Total		\$ 44,963.02
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
	TOTAL FEE		\$ 44,963.02

**See Grand Total Fee sheet

1/10/2023

Alabama Department of Transportation

10:18 AM

Project No. STPAA-4522 County Madison (City of Madison) Description Resurface & Stripe Madsion Blvd, Westchester Ave to Flagstone Dr; Scope of Work Traffic Signal Replacement & Drainage Improvements at Intersection of Madison Blvd and Wall Triana/Sullivan St; EB Left Turn Lane on Madison Blvd at Wall Triana/Sullivan; EB Right and WB Left/U Turn Lanes for 8151 Madison Blvd Project Length 2.50 Miles Consultant Morell Engineering, Inc.				
FIELD SURVEY	PLS	Crew	Tech/CADD	Clerical
Based on a 2 Man Crew				
Task A: Mobilization and Basic Control Survey				
A-1 Mobilize/Demobilize	0.25	0.75	0.50	0.00
A-2 Contact Property Owners	0.25	0.00	0.00	0.00
A-3 Perform Basic Control Survey	0.25	1.00	0.75	0.00
A-4 Conduct On-site Inspection	0.50	0.00	1.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task A Totals	1.25	1.75	2.25	0.00
Task B: Project Alignment and Profile				
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram	0.00	0.00	0.25	0.00
B-2 Establish Centerline/Obtain Ground Profile	0.50	1.00	1.50	0.00
B-3 Obtain Topographic Data	0.00	6.50	4.50	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task B Totals	0.50	7.50	6.25	0.00
Task C: Supplemental Control Surveys and Data Gathering				
C-1 Traverse Cross-Roads and Railroads	0.25	0.50	0.25	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms	0.00	0.00	0.00	0.00

Form Revised 1-3-13

1/10/2023

Alabama Department of Transportation

10:18 AM

C-3 Define Drainage Areas/Prepare Schematic Drainage Map	0.00	0.00	0.75	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points	0.00	0.50	0.25	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task C Totals	0.25	1.00	1.25	0.00
Task D: Utility Surveys, Drainage Sections and Compilation of Data				
D-1 Identify/Locate Utilities	0.50	1.25	1.00	0.00
D-2 Obtain Hydrological Location Survey	0.25	0.75	0.50	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.25	0.00	0.50	0.00
D-4 Obtain Copies of Latest Deeds	0.25	0.00	1.00	0.00
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.25	0.50	0.50	0.00
D-6 Reduce Survey Field Notes	0.25	0.00	1.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.00	0.00	0.25	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
Task D Totals	1.75	2.50	4.75	0.00
TOTALS	3.75	12.75	14.50	0.00

1/10/2023

Alabama Department of Transportation

10:18 AM

Project No.	STPAA-4522		
County	Madison (City of Madison)		
Description	Resurface & Stripe Madsion Blvd, Westchester Ave to		
Scope of Work	Flagstone Dr; Traffic Signal Replacement & Drainage Imp. at Intersection of Madison Blvd and Wall Triana/Sullivan St; EB Left Turn Lane on Madison Blvd at Wall Triana/Sullivan; EB Right and WB Left/U-Turn Lanes for 8151 Madison Blvd		
Project Length	2.50 Miles		
Consultant	Morell Engineering, Inc.		
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	4.195	\$ 600.00	\$ 2,517.00
Engineer	41.95	\$ 520.00	\$ 21,814.00
Engineering Technician/CADD	68.03	\$ 400.00	\$ 27,212.00
Clerical	0.00	\$ 280.00	\$ -
	Total Direct Labor		\$ 51,543.00
Combined Overhead (%)	174.24		\$ 89,808.52
Out-of-Pocket Expenses**			\$ -
	Sub-Total		\$ 141,351.52
Operating Margin (10%)			\$ 14,135.15
	Sub-Total		\$ 155,486.67
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Skipper Consulting, Inc.			\$ 35,230.00
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ 1,761.50
	Sub-Total		\$ 192,478.17
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
	TOTAL FEE		\$ 192,478.17

**See Grand Total Fee sheet

Project Number STPAA-4522		CPMS # _____			
County Madison (City of Madi		_____			
Description Resurface & Stripe Madsion Blvd, Westchester Ave to Flagstone Dr;		_____			
Scope of work Traffic Signal Replacement & Drainage Improvements at Intersection of		_____			
Madison Blvd and Wall Triana/Sullivan St; EB Left Turn Lane on Madison		_____			
Blvd at Wall Triana/Sullivan; EB Right and WB Left/U Turn Lanes for		_____			
8151 Madison Blvd		_____			
Length 2.50 miles		_____			
Consultant Morell Engineering, Inc.					

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.25	0.25	0.50	0.50
INDEX SHEET	1.00	0.25	0.25	0.50	0.50
GEOMETRIC LAYOUT/SURVEY CONTROL	2.00	0.25	0.50	0.50	1.00
PROJECT NOTE SHEET (Project)	1.00	0.50	0.50	0.50	0.50
PROJECT NOTE SHEET (TCP)	1.00	0.25	0.25	0.50	0.50
PROJECT NOTE SHEET (Signage)	1.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	2.00	0.25	0.50	0.25	0.50
TYPICAL SECTIONS					
Main Roadway	5.00	1.00	5.00	1.50	7.50
Cross Roads	3.00	0.50	1.50	1.50	4.50
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	1.00	0.50	0.50	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	2.00	2.00	4.00	2.00	4.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.50	0.25	0.13	0.50	0.25
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.25	0.25	0.06	0.50	0.13
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.25	0.25	0.06	0.50	0.13
Signing	0.50	0.25	0.13	0.25	0.13
Base & Pavement	1.00	0.25	0.25	0.50	0.50
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	1.50	1.00	1.50	1.50	2.25
Curb & Gutter	0.25	0.25	0.06	0.50	0.13
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.25	0.50	0.13	0.50	0.13
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	1.50	0.75	1.13	2.00	3.00
Erosion Control	0.50	0.50	0.25	0.75	0.38
Removal Items	0.50	0.50	0.25	1.00	0.50
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	4.00	0.75	3.00	1.50	6.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00

PAVING LAYOUT (includes striping)					
Main Roadway	3.00	0.50	1.50	1.50	4.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	2.00	0.50	1.00	1.50	3.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.50	0.50	0.25	0.50	0.25
Summary & Items	0.50	0.50	0.25	1.00	0.50
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	1.00	0.50	0.50	0.50	0.50
Special Drawings	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	3.00	0.50	1.50	1.00	3.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

UTILITY SHEETS					
Utility Locations (plan/profile)	4.00	1.00	4.00	1.50	6.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computation	3.00	1.00	3.00	1.50	4.50
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	2.00	0.25	0.50	0.00	0.00
Soil Profile	2.00	0.25	0.50	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.25	0.25	0.25	0.25
Phased Sheets (Phase I)	2.00	0.25	0.50	0.25	0.50
Phased Sheets (Phase II)	2.00	0.25	0.50	0.25	0.50
Phased Sheets (Phase III)	2.00	0.25	0.50	0.25	0.50
CBMPP & NOI	1.00	0.50	0.50	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	4.00	0.25	1.00	0.50	2.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	2.00	0.25	0.50	0.50	1.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			1.50		
Plan-in-Hand Inspection			0.00		
PS&E Inspection			1.50		
Cost Estimates			1.00		
Design Hearing			0.00		
Railroad Coordination			1.00		
SUB-TOTAL	66.00		41.95		68.03
10% Supervision			4.20		
TOTALS	66.00		41.95		68.03

Project No.	
County	Madison
Description	Madison Blvd
Scope of Work	Traffic Signalization and Detection Upgrades
Project Length	0.00 Miles
Consultant	Skipper Consulting, Inc.

GRAND TOTAL OF FEE PROPOSAL

Reports	\$0
Field Surveys	\$0
Preliminary Roadway Plans	\$0
Preliminary Bridge Plans	\$0
Right-of-Way Map, Tract Sketches and Deeds	\$0
Roadway Plans	\$35,230
Bridge Plans	\$0
GRAND TOTAL FEE	\$35,230

Combined overhead rate (%) >>>>>>>>>>	162.48
---------------------------------------	--------

Facilities Capital Cost of Money (if used) >>>>> 0.1

LABOR RATES

Classification	Daily Rate
Principal	\$655.76
Senior Traffic Engineer	\$558.64
Senior Transportation Planner	\$557.28
Traffic Engineer	\$398.88
Traffic Engineering Technician	\$252.72
Clerical	\$164.00
PLS	\$0.00
Survey Crew	\$0.00

****Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.

Darren B. Higgins

Signed

October 27, 2022

Date _____

President

Position/Title

10/27/2022

Alabama Department of Transportation

3:02 PM

Project Number _____		CPMS # _____			
County <u>Madison</u>					
Description <u>Madison Blvd Signals</u>					
Scope of work <u>Traffic Signalization and Detection Upgrades</u>					
Length <u>0.00</u> miles					
Consultant <u>Skipper Consulting, Inc.</u>					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	0.00	0.25	0.00	0.50	0.00
INDEX SHEET	0.00	0.25	0.00	0.50	0.00
GEOMETRIC LAYOUT/SURVEY CONTROL	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Project)	0.00	0.25	0.00	0.25	0.00
PROJECT NOTE SHEET (TCP)	0.00	0.25	0.00	0.25	0.00
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	1.00	0.25	0.25	0.25	0.25
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	0.00	0.13	0.00	0.13	0.00
TYPICAL SECTIONS					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SUMMARY SHEET					
Main Summary	0.00	0.25	0.00	0.50	0.00
SUMMARY BOX SHEETS					
Roadway Drainage (non-culvert)	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	1.00	0.25	0.25	0.25	0.25
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.00	0.25	0.00	0.25	0.00
Removal Items	0.00	0.00	0.00	0.00	0.00
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
PLAN & PROFILE					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

10/27/2022

Alabama Department of Transportation

3:02 PM

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	0.00	0.25	0.00	0.25	0.00
Summary & Items	0.00	0.25	0.00	0.25	0.00
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	0.00	0.25	0.00	0.25	0.00
Special Drawings	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	0.00	0.00	0.00	0.00	0.00
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	4.00	2.50	10.00	1.50	6.00
Traffic Counts (1 per site)	0.00	0.00	0.00	1.00	1.00
Signal Warrant Analysis (1 per site)	0.00	1.00	1.00	1.50	1.50
Soils Data Sheets	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Dermo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

10/27/2022

Alabama Department of Transportation

3:02 PM

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computations	0.00	0.00	0.00	0.00	0.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase I)	0.00	0.25	0.00	0.25	0.00
Phased Sheets (Phase II)	0.00	0.00	0.00	0.00	0.00
Phased Sheets (Phase III)	0.00	0.00	0.00	0.00	0.00
CBMPP & NOI	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	0.00	0.00	0.00	0.00	0.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.00		0.00
Plan-in-Hand Inspection			0.00		0.00
PS&E Inspection			1.00		1.00
Cost Estimates			0.25		0.25
Design Hearing			0.00		0.00
SUB-TOTAL	6.00		12.75		10.25
10% Supervision			1.28		
TOTALS	6.00		12.75		10.25

10/27/2022

Alabama Department of Transportation

3:01 PM

Project No. _____			
County <u>Madison</u>			
Description <u>Madison Blvd</u>			
Scope of Work <u>Traffic Signalization and Detection Upgrades</u>			
Project Length <u>0.00</u> Miles			
Consultant <u>Skipper Consulting, Inc.</u>			
Fee Proposal (Roadway Plans)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	1.28	\$ 655.76	\$ 839.37
Engineer	12.75	\$ 558.64	\$ 7,122.66
Engineering Technician/CADD	10.25	\$ 398.88	\$ 4,088.52
Clerical	0.00	\$ 164.00	\$ -
Total Direct Labor			\$ 12,050.55
Combined Overhead (%)	162.48		\$ 19,579.73
Out-of-Pocket Expenses**			\$ 385.62
Sub-Total			\$ 32,015.90
Operating Margin (10%)			\$ 3,201.59
Sub-Total			\$ 35,217.49
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 35,217.49
Facilities Capital Cost of Money (% of Direct Labor)	0.10		\$ 12.05
TOTAL FEE			\$ 35,229.54

**See Grand Total Fee sheet

10/27/2022

Alabama Department of Transportation

3:01 PM

Project No. _____				
County <u>Madison</u>				
Description <u>Madison Blvd</u>				
Scope of Work <u>Traffic Signalization and Detection Upgrades</u>				
Project Length <u>0.00 Miles</u>				
Consultant <u>Skipper Consulting, Inc.</u>				
Out-of-pocket Expenses (Roadway Plans)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Field work	2	180	\$0.625	\$ 225.00
PS&E	1	180	\$0.625	\$ 112.50
	0	0	\$0.000	\$ -
	0	0	\$0.000	\$ -
Total Mileage Cost				\$ 337.50
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	2	2	\$11.25	\$ 45.00
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ 45.00
Total Travel Cost				\$ 382.50
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
PS&E	1	6	6	\$ 0.13
FBC	1	6	6	\$ 0.13
Construction	1	6	6	\$ 0.13
Office Engineer	1	6	6	\$ 0.13
	0	0	0	\$ -
	0	0	0	\$ -
Total Printing/Reproduction Cost				\$ 3.12
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
				\$ -
Total Out-of-pocket Expenses				\$ 385.62
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

RESOLUTION NO. 2023-066-R

**A RESOLUTION AUTHORIZING THE MAYOR TO NEGOTIATE AND
EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FROG
WASHERS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute a Professional Services Agreement with Frog Washers for professional dredging and sediment removal from a stormwater pond, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Agreement for 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 Frog Washers in a total amount not to exceed fifteen thousand dollars (\$15,000) to be paid from the Engineering Department's budget.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February, 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Frog Washers, with mailing address of Post Office Box 216, Joppa Alabama 35087, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional removal of sediment and pumping of a stormwater pond; and

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

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

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

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

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: removal of sediment, dewatering bags and five (5) days of pumping from a stormwater pond pursuant to Consultant's Quote ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and

adequacy of the services performed hereunder.

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

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **fifteen thousand dollars (\$15,000.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

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

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

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

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

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

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

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

All notices to Consultant shall be addressed to:

*Michael Hall
P.O. Box 216
Joppa, Alabama 35087*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce

and compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

Frog Washers Consultant

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

§

COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ for Frog Washers, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public



Info@waterlinedesigns.com

www.waterlinedesigns.com

www.frogwashers.com

Contractor License# 13VH10052400

Waterline Designs Home of the Frog Washers

We are looking at \$15,000 for removal of said sediment, dewatering bags, equipment usage/rental, labor & haul away, for a total of 5 pumping days without equipment failure. I believe we can achieve our goal within this time span, although it is not guaranteed.

Michael Hall
PO Box 216
Joppa, AI, 35087

Thank you and we appreciate your business.
Wade Caruso
205-272-0285

RESOLUTION NO. 2023-067-R**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE FOR ANDERSON PLACE SUBDIVISION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective February 13, 2023, the City of Madison accepts for public use and maintenance the water and sanitary sewer system of Anderson Place subdivision as recorded in the Madison County Probate Office in Plat Book 2022, Pages 473-474.

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Anderson Place Subdivision

Principal: SMB Land LLC

Bond No: _____ Amount: \$31,273.00 LOC _____ Cash X

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

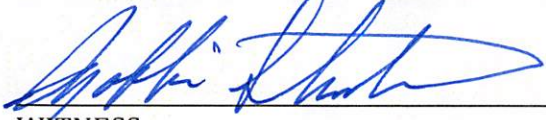
WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective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

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 24 day of January, 2023.



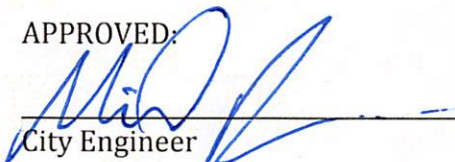
WITNESS

PRINCIPAL

By: 

Its: Permitting Specialist

APPROVED:



City Engineer

1/31/2023

Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Anderson Place

Plat Book: 2022 Page: 473-474 or Document # _____

Probate Records of Madison County, Alabama

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

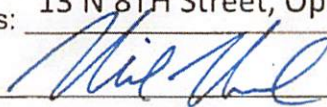
The applicant knows of no defects from any cause in these improvements. Applicant certifies that said improvements are free and clear of any encumbrance or loan.

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

Date: 8/11/21

Developer: SMB Land, LLC

Address: 13 N 8TH Street, Opelika, AL 36801

By: 

ENGINEERING CERTIFICATION

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

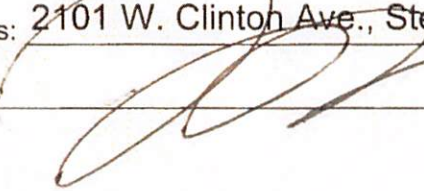
This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

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

Date: 8-16-2021

Consulting Engineers: Mullins, LLC

Address: 2101 W. Clinton Ave., Ste 503, Huntsville, AL 35805

By: 



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

Subdivision: Anderson Place

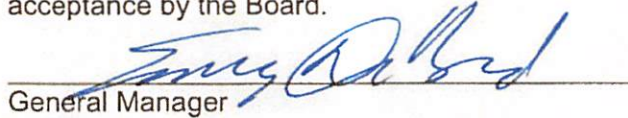
Plat Book: 2022 Page: 473-474 or Document # _____

Probate Records of Madison County, Alabama

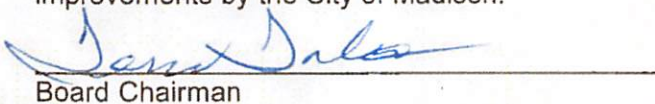
The water and sanitary sewer systems of the above-referenced subdivision have passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.


Board Inspector

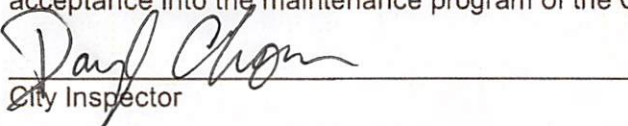
All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced water and sanitary sewer systems in the above-referenced subdivision are ready for acceptance by the Board.


General Manager

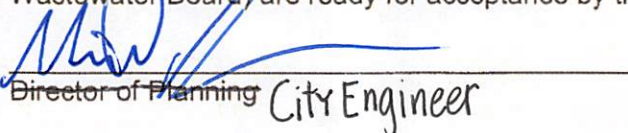
Upon affirmative vote of the Water and Wastewater Board on this the 7th day of September, 2021, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.


Board Chairman

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


City Inspector

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


Director of Planning City Engineer

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

Council President

Mayor

ORDINANCE NO. 2023-042**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN PRIDE SUBDIVISION**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of W.L. Halsey Grocery Company, Inc., requesting the vacation of utility and drainage easement located within Lot 1 of Pride Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

COMMENCE AT A FOUND MAG NAIL LYING N 1°00'33"E, 25.00 FEET AND N89°32'45"W, 150.00 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF THE NE 1/4 OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE N 89°28'34" W, 739.34' TO A FOUND CONCRETE MONUMENT; THENCE N 15°43'20" E, 10.36 FEET TO THE POINT OF BEGINNING; THENCE N 15°43'20" E, 675.39 FEET TO A POINT; THENCE S 89°30'47" E, 10.36 FEET TO A POINT; THENCE S 15°43'20" W, 675.40 FEET TO A POINT; THENCE N 89°28'34" W, 10.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.155 ACRES MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easements in favor of the **W.L Halsey Grocery Company, LLC**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

READ, PASSED, AND ADOPTED this ____ day of February 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **W.L. Halsey Grocery Company, LLC**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
COUNTY OF MADISON

COMMENCE AT A FOUND MAG NAIL LYING N 1°00'33"E, 25.00 FEET AND N89°32'45"W, 150.00 FEET FROM THE CENTER OF THE SOUTH BOUNDARY OF THE NE 1/4 OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE N 89°28'34" W, 739.34' TO A FOUND CONCRETE MONUMENT; THENCE N 15°43'20" E, 10.36 FEET TO THE POINT OF BEGINNING; THENCE N 15°43'20" E, 675.39 FEET TO A POINT; THENCE S 89°30'47" E, 10.36 FEET TO A POINT; THENCE S 15°43'20" W, 675.40 FEET TO A POINT; THENCE N 89°28'34" W, 10.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.155 ACRES MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of February, 2023.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

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

Notary Public

RESOLUTION NO. 2023-071-R

**A RESOLUTION AUTHORIZING AN ADJUSTMENT TO THE DEPARTMENT
OF RECREATION'S BUDGET FROM THE GENERAL FUND**

WHEREAS, Phase One of the Hexagon Project (herein "the Project") will require renovations of the Hexagon facilities for the public purpose of providing the City with pickleball courts, tennis courts and softball fields for recreation;

WHEREAS, the total expected cost of Phase One of the Project is expected to total five hundred fifty thousand dollars (\$550,000) to be paid from the Department of Recreation Budget for the 2022-2023 Fiscal Year;

WHEREAS, the Recreation Department has identified a budgetary short fall of approximately one-hundred twenty-seven thousand dollars (\$127,000) to complete Phase One of the Project;

WHEREAS, the Director of the Recreation Department requests that the Department's budget be adjusted, in advance of routine mid-year budget adjustments, so that one-hundred twenty-seven thousand dollars (\$127,000) may be transferred to the Recreation Budget for the purpose of completing Phase One of the Project;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, one-hundred twenty-seven thousand dollars (\$127,000) shall be transferred to the Department of Recreation budget from the General Fund and such transfer shall be referenced and fully accounted during the City's mid-year revision of the City's 2022-2023 Fiscal Year Budget;

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of February 2023.

Paul Finley, Mayor
City of Madison, Alabama