



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
October 23, 2023

AGENDA NO. 2023-20-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Deborah Timmons, Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. REORGANIZATION OF COUNCIL

6. AMENDMENTS TO AGENDA

7. APPROVAL OF MINUTES

A. Minutes No. 2023-19-RG, dated October 9, 2023

8. PRESENTATIONS AND AWARDS

A. Presentation by American Legion Post 229 - Introduction of 2023 Girls and Boys State attendees

9. 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

10. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

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

- C. Authorization of payment (Draw #3) to Enfinger Development, Inc. in the amount of \$224,634.62 for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (to be paid from Fund 38)
- D. **Resolution No. 2023-312-R:** Approving an annual appropriation agreement with Madison Animal Rescue Foundation for FY 2024 in the amount of \$15,000 (to be paid from General Operating account)
- E. **Resolution No. 2023-331-R:** Declaring duty weapon issued to Animal Control Officer Don Koch as surplus and authorizing it be given to him upon his retirement
- F. **Resolution No. 2023-333-R:** Approving an annual appropriation agreement with the Huntsville-Madison County Emergency Management Agency for FY 2024 in the amount of \$76,910 (to be paid from General Operating account)
- G. **Resolution No. 2023-334-R:** Approving an annual appropriation agreement with Madison Visionary Partners for FY 2024 in the amount of \$55,000 (to be paid from General Operating account)
- H. **Resolution No. 2023-335-R:** Approving an annual appropriation agreement with the Madison Chamber of Commerce for FY 2024 in the amount of \$90,000 (to be paid from General Operating account)
- I. **Resolution No. 2023-336-R:** Approving an annual appropriation agreement with Crisis Services of North Alabama for FY 2024 in the amount of \$15,000 (to be paid from General Operating account)
- J. **Resolution No. 2023-337-R:** Approving an annual appropriation agreement with Wellstone, Inc for FY 2024 in the amount of \$45,000 (to be paid from General Operating account)
- K. **Resolution No. 2023-349-R:** Acceptance of Alabama Municipal Insurance Corporation Settlement Claim No. 059436 for supplement on collision damage to a Police vehicle which occurred on March 3, 2023 in the amount of \$306.41 (This is final payment for claim.) Res No. 2023-213-R approved deposit on 06/27/23
- L. **Resolution No. 2023-369-R:** Declaring certain property formerly used by the Finance Department (office furniture and equipment) as surplus and of negligible value. Authorizing the disposal of said property via online auction through Govedeals website, pursuant to Section 16-108 of the Code of Ordinances.
- M. Approval to accept donation from L. Tucker in the amount of \$30.00 (to be deposited into Senior Center Donation account)

11. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Resolution No. 2023-328-R:** Authorizing an agreement with Trident Security Solutions, LLC. for City Hall Security Guard services in an amount not to exceed \$200,000 for a one-year term (to be paid from Facilities & Grounds Department budget)

COUNCIL 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

- A. **Resolution No. 2023-371-R:** Authorizing the video recording and archiving of the October 18, 2023, City Council Work Session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

12. BOARD/COMMITTEE APPOINTMENTS

13. PUBLIC HEARINGS

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

A. Resolution No. 2023-277-R: Vacating a portion of Griggs Road and Concord Drive unimproved right-of-way

14. DEPARTMENT REPORTS

ENGINEERING

A. Resolution No. 2023-344-R: Authorizing the renewal of an agreement for street sweeping services with Sweep America (\$67,424.04 to be paid from Stormwater Fund)

B. Resolution No. 2023-352-R: Authorizing an amendment to the Professional Services Agreement with Barge Design Solutions, for construction, engineering and inspection services on Project 19-047 | Wall Triana Highway from Graphics Drive to I-565 (ATRIP ATRIP2-45-2020-327) in an amount not to exceed \$35,288.00 (to be paid from Engineering Department budget)

PLANNING

A. Resolution No. 2023-272-R: Approving an Amendment to the Development Agreement between the City of Madison and Lennar Homes for the Bradford Station Development Project

B. Proposed Ordinance No. 2023-313: Adopting new legal descriptions for the Council Districts of the City of Madison, Alabama (First Reading 10/9/2023)

RECREATION

A. Resolution No. 2023-346-R: Authorizing an agreement for installation of cricket field (no cost to City)

B. Resolution No. 2023-348-R: Award Bid for Project 2023-009-ITB, Hexagon Ballfield Fence Installation to Howell Fencing, in the amount of \$231,681.84 (to be paid from Capital Fund - 2951)

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. ADJOURNMENT

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

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



**MINUTES NO. 2023-19-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
October 09, 2023**

The Madison City Council met in regular session on Monday, October 09, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

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

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Absent
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Absent
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, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, Mayor's City Administrator Steve Smith, Information Technology Director Chris White, Information Technology Support Technician Toby Jenkins, ERP Support Specialist Michelle Parker, Police Chief Johnny Gandy, , Parks & Recreation Assistant Director Kelly Johnson, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: John N. Merrill, John P. Rankin, Margi Daly, Ronald D. Johnson, Dawn Johnson, Rosalie Holcombe, Jean Ann Benefield, Bernadette Mayer, Jocelyn Broer, Robert Burns, Roslyn Pellerito, Jenny Parris, Butch Parris, Jon Howe

AMENDMENTS TO AGENDA

None

APPROVAL OF MINUTES

MINUTES NO. 2023-10-WS DATED SEPTEMBER 19, 2023

Council Member Powell moved to approve Minutes No. 2023-10-WS. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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. 2023-18-RG DATED SEPTEMBER 25, 2023

Council Member Powell moved to approve Minutes No. 2023-18-RG. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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

None

PUBLIC COMMENTS

*Public Comments were limited to three minutes per speaker. Anyone who wanted to sign up prior to the Council meeting were able to contact the City Clerk at cityclerk@madisonal.gov or text the word "**Comment**" to 938-200-8560. Anyone who wanted to submit a presentation to the City Council was 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.*

RON JOHNSON

Mr. Johnson appeared before Council to voice his concerns on the following items:

- Opposed to Resolution No. 2023-164-R, amending ground regulations for repair, and maintenance of headstones in the City of Madison Cemeteries
- Volunteers to maintain restoration and was told to stop from Cemetery Committee
- Conflicion of State Law and City of Madison regulations

JENNY PARIS (DISTRICT 2)

Ms. Paris appeared before Council to voice her concerns on the following items:

- Request for an armored vehicle for the Madison Police Swat Team for protection arriving at scenes instead of the bed of a F250 truck.

BERNADETTE MAYER (DISTRICT 5)

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

- Unable to hear Council Members speak into the microphone
- Budget concerns
- Communications concerns between Mayor and Council Members
- Time limit for public comments

JOHN RANKIN

Mr. Rankin appeared before Council to voice his concerns on the following items:

- Opposed to Resolution No. 2023-164-R, Repair, and maintenance of Cemetery headstones
- Years of volunteering with City Cemeteries of historical research
- Confliction of State Law and City of Madison regulations

MARGI DALY (DISTRICT 6)

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

- Unsafe LED lighting in older neighborhoods
- Finance Committee Meeting
- Public records requests -Redevelopment areas
- Zoning
- Fire safety concerns

DEBBIE OVERCASH (DISTRICT 5)

Ms. Overcash appeared before Council to voice her concerns on the following items:

- Thanked Council Members and expressed appreciation and thanks for the volunteer work in the City Cemeteries from Mr. Johnson and Mr. Rankin
- Option from the City Historic Society to turn the Historic Cemetery for maintenance and repairs over to the State
- Historic Society present their paperwork to Council to report to the State

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Shaw shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order. Council Member Wroblewski asked to mention the donation from Madison Visionary Partners (MVP). Council Member Shaw spoke of the donation thanking the joint effort with both organizations. Council Member Denzine asked if meetings were held with the Finance Committee. Council Member Powell replied these are

reviewed ahead of time with departments and it's not a meeting, it's just a review what the Finance Director sends.

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

General Operating Account	\$3,047,847.75
Special General Operating Accounts	\$14,974.87
ADEM Storm Drainage	\$931.64
1/2 Cent Capital Replacement	\$231,780.14
Gasoline Tax & Petroleum Inspection fees	\$43,509.61
Street Repair and Maintenance	\$558.90
CIP Bond Accounts	\$2,588,588.87
Library Building Fund	\$7,492.91
Water Distribution and Storage	\$1,000.00
Venue Maintenance	\$3,426.10
Multi-Use Venue Collection Fund	\$1,569,151.26

Regular and periodic bills to be paid

Authorization of payment to NextSite, LLC in the amount of \$12,995.00 for annual renewal (to be paid from Planning Department budget)

Authorization of payment to Wiregrass Construction in the amount of \$90,187.39 for construction of the middle school roadway extension performed on CIP Project No 20-028 Phase 2 (to be paid from 2020-A Bond account)

Resolution No. 2023-329-R: Authorizing a service agreement with On-Line Information Services, Inc. for Legal Department research purposes (to be paid from Legal Department budget)

Resolution No. 2023-330-R: Approving partial settlement of a property damage claim for Main Street Cafe Building (proposed \$32,253.05).

Acceptance of donation from Madison Visionary Partners, Inc. in the amount of \$15,832.70 on behalf of The Rotary Club for the Home Place Park Project (to be deposited into 2015-A Bond account) softball field fencing at Hexagon Complex

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	Absent
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:

Absent

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- The annual Madison Street Festival on Saturday was a wonderful safe event with the huge turnout it had. Thanked all the volunteers, HEMSI, Madison Fire & Rescue, Police and Public Works for all their hard work and preparation.
- Friends of the Library will have a meeting tomorrow, October 10 at 6:30PM in the program room and are always looking for volunteers.

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

Absent

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Thanked everyone that was involved with the Madison Street Festival and Council Member Denzine for her work with the committee. Members attending tonight's meeting and a lot of people that made this event successful.
- Appreciated having a set up at the festival for representation of the city to provide information and phone numbers of who to contact.
- Appreciated having the festival in downtown Madison
- Cemetery concerns

COUNCIL DISTRICT NO. 4 GREG SHAW

No new Business to report.

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION NO. 2023-327-R: AUTHORIZING FUNDING FOR A SANTA FOR THE POLAR EXPRESS CHRISTMAS EVENT (\$250 TO BE PAID FROM THE CITY COUNCIL SPECIAL PROJECTS FUND)

Council Member Wroblewski moved to approve Resolution No. 2023-327-R. Council Member Powell seconded. Council Member Wroblewski asked for this to be put in the annual budget. Council President Ranae Bartlett replied we will ask Finance Department. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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 President Ranae Bartlett reported on the following activities, events, and newsworthy items:

- Work Session scheduled for Wednesday October 18 @ 6:30pm in Council Chambers
- Topics on the agenda:
 - Fire Safety
 - Hexagon Building for other opportunities in that area.
 - Proposed Hands-Free ordinance.
 - Animal Shelter

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Madison Street Festival was a wonderful joyful event. Thanked Police, Fire and Public Works. Appreciated the volunteers and how the committee worked planning this for a whole year.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

No new business to report.

BOARD/COMMITTEE APPOINTMENTS

APPOINTMENT OF DAMIAN BIANCA TO FILL THE SUPERNUMERARY 2 POSITION ON THE ZONING BOARD OF ADJUSTMENT AND APPEALS.

Council Member Powell nominated Damian Bianca for appointment to Supernumerary 2 position. There being no further nominations, Mr. Bianca 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.

PUBLIC HEARING ON REDISTRICTING PLAN TO ESTABLISH NEW CITY COUNCIL DISTRICT BOUNDARIES

Mr. Mike Slaughter with Slaughter & Associates appeared before the council to present the Redistricting Plan Three. Mr. Slaughter first requested everyone in attendance to sign the sign in sheet on the table at the entrance door for their record since this is a legal public hearing, along with information from Justice.gov regarding redistricting that is covered in the presentation. Lastly the demographic data that I'll go over for both the benchmark plan and for plan three. Mr. Slaughter began his power point presentation on the following:

- Equal Distribution is required by the United States Constitution and Department of Justice of total population among all voting districts, applies to one person/one vote principle and is a total population deviation of 10% or less between the smallest and largest populated voting districts compared to the ideal population
- Concerns of redistricting is likely needed following the release of decennial census data to address disproportionate change in population between voting districts and is required after an annexation to address added population/territory in existing districts
- Redistricting is required when there is a deviation of greater than 10% in total population between smallest and largest populated voting districts compared to the ideal population
- Explanation of the five steps to proceed with redistricting
- Criteria for developing redistricting plans
 - Required standards (Section 2 of the Voting Rights Act)
 - Additional standards employed by Slaughter & Associates
- Significant official census population change increase of 32.6% from 2010 to 2020 in the City of Madison and racial composition
- Benchmark plan composed of current districts with 2010 and 2020 census data resulted the variance of all districts except for district 7 exceed the 5% above or below, districts 2 and 5 were the most over and under
- Redistricting line changes explained on the city map
- Council and public feedback from each plan presented to make the changes to current plan three

Council President Bartlett opened the floor for public comments.

JOCELYN BROER (DISTRICT 4)

Ms. Broer appeared before Council to voice her concerns on the following items:

- Opposed of redistricting, resides in the Taylor's Crossing Subdivision and neighborhood would be separated
- Small HOA community of only 45 homes on 3 streets
- Surrounded by wetlands of water affecting neighborhood
- Water controlled by concrete culverts behind home

- Drainage easements maintained by homeowners
- Concern of future drainage issues when new development fills in utilizing shared culverts
- One entrance/exit to subdivision concerns of increased traffic and emergencies

MARGI DALY (DISTRICT 6)

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

- Confusion on prior redistricting meetings
- Redistricting effective in 2025 which don't apply to current council districts
- Council Member leaving and is right next to another Council Member
- Suggest west side of city have own district or divide the city that is most convenient for citizens
- Opposed to separating subdivisions
- Establish a minority district
- Not enough public meetings
- Council separating neighborhoods for intentional political reasons

BERNADETTE MAYER (DISTRICT 5)

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

- Multiple voting precincts
- Relevant comments from Ms. Broer not to split her subdivision
- Minority district
- Citizens right to have it more thoroughly looked into and not voted on now

Council President Bartlett clarified that this will not be voted on tonight, it is just a public hearing. Council President Bartlett asked if there were any more public comments and with there being none, public comments were closed. Council President Bartlett offered the opportunity for Council to ask any questions to Mr. Slaughter or Director of Developmental Services Mary Beth Broeren. Council Member Wroblewski stated several subdivisions have been divided, not just one, it would be ideal if districts and numbers were the same. Council Member Wroblewski further stated she requested Park Meadows subdivision stay together due to it being an older population and more challenging for them and was grateful for Mr. Slaughter to balance it out. Council Member Wroblewski pointed out that subdivisions are not being singled out to be divided and referred to Council Member Seifert having a subdivision divided in his district. Council Member Seifert replied it was Buckingham.

Director of Developmental Services Mary Beth Broeren wanted to clarify that this is the fourth meeting we've had on redistricting. Council President Bartlett had a follow up question to Mr. Slaughter regarding splitting neighborhoods. On review of three maps, you have been requested to draw a line or put a neighborhood back and it created a domino effect which doesn't seem to be a way to draw a map that every neighborhood stays completely together because you're using blocks. Mr. Slaughter replied that was right and it was practically impossible to avoid splitting up neighborhoods in a city as large as Madison. Council President Bartlett stated there was one allegation made during public hearings that we were trying to draw a district to move somebody out so they couldn't run for office, and asked Mr. Slaughter if he has had any communication with her or any member of Council asking you to change a line at any point of this process except for public hearings. Mr. Slaughter replied no, this

redistricting is for the one person/one vote principle taking into consideration on the minority voting and is not to block anyone from voting or being elected assuring that he hasn't been asked to do any redistricting that would disadvantage anyone in any way.

Council Member Seifert asked if the majority minority would not violate the act, you're trying to comply with for one vote to equal representation and equal demographics across the board. Mr. Slaughter replied with example scenarios and has evaluated the impacts of the minority voting strength. Council Member Seifert asked why one of the rules is you try to keep council in the same current and what the future rezoning is. Mr. Slaughter stated the way the Benchmark plan is defined is by taking the current election districts which you all of you reside in your own district, which is the rule from the Department of Justice, then determining if it's out of balance then begin to shift current election districts to become balanced.

City Attorney Brian Kilgore addressed Council Member Seifert referring to a State Law Alabama Code Section that specifically requires that no term of an incumbent member of the council shall be shortened because of any redistricting that is a requirement from the State that requires us to work within those boundaries.

DEPARTMENTAL REPORTS

PLANNING

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

This is a first reading

RESOLUTION NO. 2023-318-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2023-319; REZONING CERTAIN PROPERTY OWNED BY PHILIMOND S. SMITH, CONSISTING OF APPROXIMATELY ONE ACRE AND LOCATED AT 312 PALMER ROAD, FROM M-2 (GENERAL INDUSTRIAL) TO M-1 (RESTRICTED INDUSTRIAL) DISTRICT (FIRST PUBLICATION 10/18/2023, SYNOPSIS 10/25/2023, PUBLIC HEARING 11/13/2023)

Council Member Wroblewski asked if the existing structure a home. Director of Development Services Mary Beth Broeren replied it is a business.

Council Member Wroblewski moved to set the public hearing on 11/13/2023 for Resolution No. 2023-320-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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. 2023-320-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2023-321; REZONING CERTAIN PROPERTY OWNED BY FUSION REALITY, LLC, CONSISTING OF APPROXIMATELY 5.5 ACRES LOCATED AT 13 PENSION ROAD (NORTH OF PALMER ROAD AND WEST OF PENSION ROAD), FROM AG (AGRICULTURE) TO R-1B (LOW DENSITY RESIDENTIAL) DISTRICT (FIRST PUBLICATION 10/18/2023, SYNOPSIS 10/25/2023, PUBLIC HEARING 11/13/2023)

Council Member Wroblewski moved to set the public hearing on 11/13/2023 for Resolution No. 2023-320-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

Council Member Wroblewski asked what kind of homes are being built. Are they single-family homes, townhomes. Director of Development Services Mary Beth Broeren replied those are proposed R1B zoning and only allows single-family homes with a minimum 15,000 square lots on this particular property the applicant indicates from 5 to 10 homes for the 5.5 acres.

RESOLUTION NO. 2023-322-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2023-323; AMENDING SECTIONS 4-16-2 AND 4-16-4 OF THE ZONING ORDINANCE PERTAINING TO THE ALLOWANCE OF MEDICAL OFFICE AND CHILDCARE CENTERS IN THE UC (URBAN CENTER) DISTRICT (FIRST PUBLICATION 10/18/2023, SYNOPSIS 10/25/2023, PUBLIC HEARING 11/13/2023)

Council Member Wroblewski moved to set the public hearing on 11/13/2023 for Resolution No. 2023-322-R. Council Member Powell seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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 President Ranae Bartlett asked Director of Development Services Mary Beth Broeren in terms of public hearings we did have a public hearing initially scheduled for this evening, but we are moving it to October 23. Director of Development Services Mary Beth Broeren replied that's correct. Council President Ranae Bartlett stated for Resolution Number 2023-275-R, so we will hear that public hearing at the next council meeting.

PROPOSED ORDINANCE NO. 2023-314: AMENDING CHAPTER 8 OF THE CITY CODE TO INCLUDE REGULATIONS AND AN APPEAL PROCESS FOR MURAL APPLICATIONS. (FIRST READING 09/25/23)

Council Member Wroblewski moved to approve Resolution No. 2023-314-R. Council Member Powell seconded. Council Member Seifert stated he had seen this applied in Auburn and is excited to see this come.

The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-315: AMENDING CHAPTER 28 OF THE CITY CODE TO ESTABLISH A MURAL ADVISORY BOARD (FIRST READING 09/25/23)

Council Member Wroblewski moved to approve Resolution No. 2023-315-R. Council Member Powell seconded. Council Members received clarification from Director of Development Services Mary Beth Broeren to have general discussions at a work session and if a member from the Historical Society could apply, board members length of term, and when can applicants begin to apply, but first ordinance gets codified. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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.

PUBLIC WORKS

PROPOSED ORDINANCE NO. 2023-164: AMENDING THE GROUNDS REGULATIONS FOR CLEANING, RESTORING HEADSTONES IN THE CITY OF MADISON MUNICIPAL CEMETERIES (FIRST READING)

City Attorney Brian Kilgore presented the resolution on behalf of Public Works Department.

This is a first reading

Council President Ranae Bartlett opened this up to Council Members for comments and wanting to share some thoughts. Council Member Wroblewski advised this began from the Cemetery Committee having several discussions on how to clean a tombstone by following those specific regulations from the Alabama Historic Commission. If Mr. Rankin or Mr. Johnson want to continue volunteering, they need to complete an Alabama Historic Commission form that basically asks for their name and their schedule to volunteer the work along with providing what materials they are using. When Public Works personnel are mowing or cleaning the grounds, they will be aware that it's been approved. This is not for Montgomery to approve it; we're just following the guidelines from the Alabama Historic Commission for preserving tombstones. Anyone who enters the cemetery to visit family is always welcome, just asking people to not remove tombstones off-site without asking for permission.

City Attorney Brian Kilgore stated after review of the current version of the Alabama Code, it pre-creates authority in the Alabama Historical Commission to provide for the lawful preservation, investigation, restoration, or relocation of funerary objects, and shall promulgate rules and regulations for the issuance of a permit to those persons or company who seek to restore, preserve, or relocate. This provision pre-empts us to pass something different. After discussion with the Historical Commission, they believe they would have the authority for everyone to fill out an application. On the request of the Commission was to amend the Ordinance for this purpose.

Council Member Wroblewski stated there are additional issues, for example the laying of wreaths on Veterans Day by the Boy Scouts, or flags on July 4. This will be a good source of communication for the Director of Public Works regarding the schedule for these.

City Attorney Brian Kilgore added the provision of this is a Class A misdemeanor of removing the headstone, filling out a form would dismiss any prosecution.

Council Member Powell was displeased about the ordinance stopping a volunteer from doing something. Council Member Denzine asked if this form is just sent to Montgomery or filed with us, trying to understand what authority is necessary. City Attorney Brian Kilgore responded with a brief synopsis of regulations from the Alabama Historical Commission as previously stated that the applicant completes it and sends it to them for approval. Council Member Wroblewski explained we're not sending the form to Montgomery just asking for a courtesy copy to use that form for communication purposes. Council Member Seifert is displeased that this has come before the council, we have two respectful volunteers, and the communication should be with them regarding the city guidelines. This is complicated for them to fill out a lengthy form for the State.

Council President Bartlett agreed the form was long and would not vote for this in the format it is in and think the committee needs to know this. Should be a way for us to maintain local control of our own cemeteries, make sure it is being preserved and have everyone involved have a discussion for a process to satisfy everyone.

Council Member Powell had a few questions for Mr. Johnson requesting him to appear before the council and asked him if he has had any kind of training in repairing or cleaning headstones. Mr. Johnson replied that he has had training online and attended a two-day seminar in Tennessee hosted by the National Cemetery Headstone Conservatory. Council Member Powell also asked if he was aware of anyone on the Cemetery Committee that has had some type of training. Council Member Wroblewski stated she has not, and Mr. Johnson answered just Mr. Rankin and himself in the old cemetery. Council Member Powell asked if

had an apprentice that will take over what you're doing as a volunteer and doesn't want to fill out a lengthy form from the State. Mr. Johnson replied he didn't, and volunteers are hard to come by and believes that both of us would shut it down. He also stated the cemetery they are working on, there are dozen headstones that need work.

Council Member Denzine thanked Mr. Johnson and Mr. Rankin for their community service, honoring those that have passed taking care of their gravestones so others that come by to remember them. Don't think we need a 32-line form for communication with Public Works, simply someone contact them and make them aware, and this can be worked out. Mr. Johnson agreed. Council Member Powell asked Mr. Johnson if had a solution for this. Mr. Johnson replied that he has and brought it with him. Council President Bartlett advised him to forward it to the Cemetery Committee of your proposal and to the City Attorney Brian Kilgore for review.

RESOLUTION NO. 2023-332-R: AUTHORIZING RENEWAL OF A BILLING AGREEMENT WITH ATHENS UTILITIES FOR GARBAGE COLLECTION

Council Member Powell moved to approve Resolution No. 2023-332-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Connie Spears	Absent
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.

RECREATION

RESOLUTION NO. 2023-326-R: AUTHORIZING THE PURCHASE OF ARTIFICIAL TURF FOR THE KIDS KINGDOM PROJECT IN THE AMOUNT OF \$53,390 THROUGH SOURCEWELL CONTRACT NO. 031622-SII (TO BE PAID FROM RECREATION DEPARTMENT DONATION ACCOUNT)

Council Member Seifert moved to approve Resolution No. 2023-326-R. Council Member Powell seconded. Council Member Wroblewski asked if there was an opening date. Parks and Recreation Assistant Director Kelly Johnson replied not yet. Council Member Powell asked to confirm it was coming out of the department donation. Assistant Director Kelly Johnson replied yes. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

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	Absent
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 7:37 p.m.

Minutes No. 2023-19-RG, dated October 9, 2023, read, approved, and adopted this 23 day of October 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lisa Ritz
Recording Secretary

Invoice

RECEIVED



OCT 10 2023

CITY OF MADISON
ENGINEERING DEPARTMENTCity of Madison
100 Hughes Road
Madison, AL 35758September 30, 2023
Project No: R929122556
Invoice No: 1636

Project R929122556 Madison - County Line Rd & Royal Dr Ext

Professional Services through September 26, 2023

Fee

Billing Phase	Fee	Percent Complete	Earned
Field Survey	4,600.00	100.00	4,600.00
Traffic Study	7,600.00	100.00	7,600.00
Roadway Plans	26,000.00	96.0577	24,975.00
Geotechnical Investigation	16,750.00	33.00	5,527.50
Letting Assistance Contract Procurement	3,300.00	0.00	0.00
Total Fee	58,250.00		42,702.50
	Previous Fee Billing		34,875.00
	Current Fee Billing		7,827.50
	Total Fee		7,827.50
	Total this Invoice		\$7,827.50

E. Michelle Dunson
10/11/2023

Fund 38

38-010-000-2941-07

Proj # 23-008

Council Consent Agenda

10/23/23

PAYMENT OPTIONS:

CHECK • ACH • ZELLE • CREDIT CARD

DISCLAIMER: Effective July 1, 2023, our credit card use fee has increased to 4% per payment.For additional questions regarding this fee, please contact our Accounting Department at ap.processing@cdge.com.**TERMS:** Net 10 Days. When submitting remittance, please include project number. Client shall pay all costs and fees, including, but not limited to, Attorney's fees, incurred by CDG in the collection of any sums due for services rendered and related service expenses.

Remit Payment to: Post Office Box 278, Andalusia, AL 36420

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Tuesday, October 3, 2023

Draw # 3

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	0%	\$0.00	\$0.00	
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	0%	\$0.00	\$0.00	
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	33%	\$240,171.12	\$91,145.61	\$149,025.51
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	55%	\$58,698.11	\$0.00	\$58,698.11
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	8%	\$16,911.00	\$0.00	\$16,911.00
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	35%	\$18,411.07	\$18,411.07	
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	40%	\$560,893.23	\$336,258.61	\$224,634.62

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE 10/4/23

DEVELOPMENT MANAGER:

GARY GRAY

DATE 10-11-2023

Rev: 07/28/2015 gg

APPROVED Michael Johnson
 By Michael L. Johnson at 3:34 pm, Oct 12, 2023

RAW #: 3
DATE: 9/25/2023

DATE: 9/25/2023

[illegible]

DATE: 9/25/2023

DATE: 10/4/23

DATE: 10-9-2001

DRAW # 3

DATE: 9/25/2023

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of job
7/25/2023	\$105,768.00		\$105,768.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00
8/25/2023	\$105,768.00		\$105,768.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00
9/25/2023	\$105,768.00		\$105,768.00	3	62%	\$ 65,220.12	\$ 6,522.01	\$ 58,698.11	62%	\$ 6,522.01	\$ 65,220.12	\$ 58,698.11	\$40,547.88
						\$ 65,220.12	\$ 6,522.01	\$ 58,698.11					

DATE: 1-9-00

DRAW #. 3

DATE: 9/25/2023

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job
7/25/2023	\$225,382.00		\$225,382.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00
8/25/2023	\$225,382.00		\$225,382.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00
8/25/2023	\$225,382.00		\$225,382.00	3	8.34%	\$ 18,790.00	\$ 1,879.00	\$ 16,911.00	8.34%	\$ 1,879.00	\$ 18,790.00	\$ 16,911.00	\$206,592.00
						\$ 18,790.00	\$ 1,879.00	\$ 16,911.00					

DATE: 9/25/2023

DATE: 10/4/23

DATE: 10-4-2023

Madison Branch Roundabout

9/25/2023

Draw # 3

HARBAUGH

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Silt Fence TYPE A	2430	LF	\$ 4.00	\$ 9,720.00
2	Hay Bales - Check Dams	5	EA	\$ 30.00	\$ 150.00
3	Curlex Sedimentation Logs	10	EA	\$ 100.00	\$ 1,000.00
4	Rip-Rap	40	TN	\$ 35.00	\$ 1,400.00
5	Sod - Disturbed Areas	5,635	SY	\$ 4.50	\$ 25,357.50
6	Construction Entrance & Maintenance (ROAD UP-KEEP)	1	LS	\$ 15,000.00	\$ 15,000.00
Subtotal:					\$ 52,627.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sod - In Center Roundabout Island	560	SY	\$ 4.50	\$ 2,520.00
Subtotal:					\$ 2,520.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Sign Removal	5	EA	\$ 50.00	\$ 250.00
2	RCP Removal	40	LF	\$ 30.00	\$ 1,200.00
3	Asphalt Removal	775	SY	\$ 8.00	\$ 6,200.00
4	Fence Removal	665	LF	\$ 3.00	\$ 1,995.00
5	Fire Hydrant Relocation	1	EA	\$ 4,500.00	\$ 4,500.00
6	Utility Pole Relocation	3	EA	\$ 1,500.00	\$ 4,500.00
7	Telephone Pedestal Relocation	1	EA	\$ 600.00	\$ 600.00
8	Traffic Control	1	LS	\$ 22,000.00	\$ 22,000.00
9	Misc. Demolition	1	LS	\$ 8,800.00	\$ 8,800.00
Subtotal:					\$ 50,045.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing (Depends on how much lay down)	1.15	AC	\$ 8,500.00	\$ 9,775.00
2	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
3	Layout and Staking	1	LS	\$ 10,000.00	\$ 10,000.00
4	Strip Topsoil (6") and place where needed	1,475.00	CY	\$ 4.00	\$ 5,900.00
5	STRUCTURAL CUT to be filled	1,165.00	CY	\$ 4.00	\$ 4,660.00
6	NON-STRUCTURAL CUT to be filled	644.00	CY	\$ 7.00	\$ 4,508.00
7	STRUCTURAL Borrow Needed	238.00	CY	\$ 9.00	\$ 2,142.00
8	NON-STRUCTURAL Borrow Needed	515.00	CY	\$ 5.00	\$ 2,575.00
9	Backfill Curb & Gutter	1,430.00	LF	\$ 2.50	\$ 3,575.00
10	Fine Grade Roads 1' behind curb	6,583.00	SY	\$ 1.50	\$ 9,874.50
Subtotal:					\$ 68,259.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	24" Curb and Gutter	1430	LF	\$ 18.50	\$ 26,455.00
2	5" Sidewalks	860	SY	\$ 54.00	\$ 46,440.00
3	Handicap Ramps	2	EA	\$ 3,100.00	\$ 6,200.00
4	12" Base (Shoulder)	265	SY	\$ 32.00	\$ 8,480.00
5	10" Base	4,562	SY	\$ 23.00	\$ 104,926.00
6	4" Base (Sidewalk)	3,055	SY	\$ 15.00	\$ 45,825.00
7	3" Binder	3,874	SY	\$ 17.00	\$ 65,858.00
8	2" Wearing Layer	4,455	SY	\$ 18.00	\$ 80,190.00
9	Concrete (Traffic Splitters, Islands, & Driveway Extension)	558	SY	\$ 78.00	\$ 43,475.00
10	Roadway Striping	1	LS	\$ 32,000.00	\$ 32,000.00
11	Street Signage (Proposal from TRAV-AD 9-19-22)	1	LS	\$ 11,000.00	\$ 11,000.00
Subtotal:					\$ 439,648.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" RCP (In Road)	7	LF	\$ 77.00	\$ 539.00
2	36" RCP (In Road)	178	LF	\$ 165.00	\$ 29,370.00
3	36" RCP (Out of Road)	380	LF	\$ 158.00	\$ 59,840.00
4	ACT BOX	1	EA	\$ 4,400.00	\$ 4,400.00
5	Standard SINGLE-WING INLET	4	EA	\$ 4,800.00	\$ 19,200.00
6	Throat Inlet	1	EA	\$ 4,800.00	\$ 4,800.00
7	36" S-P Headwall	1	EA	\$ 3,600.00	\$ 3,600.00
Subtotal:					\$ 118,789.00

10.1 TOTAL \$731,889.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" CL 350 DUCTILE IRON PIPE MAIN	1126	LF	\$ 90.00	\$ 101,340.00
2	12" GATE VALVES	7	EA	\$ 9,800.00	\$ 68,600.00
3	Connect to Existing Main	2	EA	\$ 1,500.00	\$ 3,000.00
4	12" x 6" FIRE HYDRANT ASSEMBLY	2	EA	\$ 5,000.00	\$ 10,000.00
5	Storm Pipe CROSSINGS	2	EA	\$ 1,200.00	\$ 2,400.00
6	24" Steel Casing	120	LF	\$ 150.00	\$ 18,000.00
7	12x24" Rubber end seals	6	EA	\$ 220.00	\$ 1,320.00
8	Install 12" Field Lock Gaskets	6	EA	\$ 285.00	\$ 1,710.00
9	12x24" Stainless Steel Spacers	18	EA	\$ 174.00	\$ 3,132.00
10	3" Casing	155	LF	\$ 75.00	\$ 11,625.00
11	Fill 12" DI Main with Grout	270	LF	\$ 35.00	\$ 9,450.00
12	Ductile Iron Fittings	1300	LBS	\$ 10.00	\$ 13,000.00
13	Relocate Water Service	2	EA	\$ 350.00	\$ 700.00
14	INJECTION TAP/ SAMPLE TAP	2	EA	\$ 500.00	\$ 1,000.00
15	EXTRA LONG SERVICE	2	EA	\$ 1,800.00	\$ 3,600.00
16	MARKERS	1	EA	\$ 5.00	\$ 5.00
17	TESTING	1	LS	\$ 10,000.00	\$ 10,000.00
18	COLORINATION	1	LS	\$ 5,000.00	\$ 5,000.00
19	Water ATC	1	LS	\$ -	\$ -
Subtotal:					\$ 225,382.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	4" PVC	1,260	LF	\$ 21.00	\$ 26,460.00
2	4" Galvanized Long Sweep 90's	3	EA	\$ 478.00	\$ 1,434.00
3	6" PVC	1240	LF	\$ 36.00	\$ 44,640.00
4	6" Galvanized Long Sweep 90's	3	EA	\$ 728.00	\$ 2,184.00
5	5-3 Cabinets	2	EA	\$ 500.00	\$ 1,000.00
6	2" PVC	1800	LF	\$ 16.00	\$ 28,800.00
7	12" x 12" Street Light Boxes	5	EA	\$ 250.00	\$ 1,250.00
Subtotal:					\$ 105,768.00

GRAND TOTAL: \$1,063,039.00

Contract - (Water & Electric) \$731,889.00

Contract Price in Print: \$1,063,039.00

DRAW #	% PREVIOUS	PREVIOUS DRAW AMOUNT	% THIS PERIOD	AMOUNT THIS DRAW	TOTAL % COMPLETE	TOTAL AMOUNT DRAWS
	100%	\$ 9,720.00		\$ -	100%	\$ 9,720.00
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -		\$ -	0%	\$ -
		\$ -	100%	\$ 15,000.00	100%	\$ 15,000.00

18% \$ 9,720.00 29% \$ 15,000.00 47% \$ 24,720.00 \$ 24,720.00

	\$ -	\$ -	0%	\$ -	\$ -
0%	\$ -	0%	\$ -	0%	\$ -

	\$ -	\$ -	0%	\$ -	\$ -
	\$ -	100%	\$ 1,200.00	100%	\$ 1,200.00
	\$ -	100%	\$ 6,200.00	100%	\$ 6,200.00
100%	\$ 1,995.00	\$ -	100%	\$ 1,995.00	\$ 1,995.00
	\$ -	100%	\$ 4,500.00	100%	\$ 4,500.00
	\$ -	\$ -	\$ -	0%	\$ -
100%	\$ 600.00	\$ -	100%	\$ 600.00	\$ 600.00
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	100%	\$ 8,800.00	100%	\$ 8,800.00

5% \$ 2,595.00 41% \$ 20,700.00 47% \$ 23,295.00 \$ 23,295.00

	90%	\$	8,787.50	100%	\$	9,775.00	190%	\$	18,572.50
	100%	\$	15,000.00		\$	-	100%	\$	15,000.00
	50%	\$	5,000.00		\$	-	50%	\$	5,000.00
	50%	\$	2,952.00	50%	\$	2,952.00	200%	\$	5,904.00
	50%	\$	2,332.00	40%	\$	1,865.60	30%	\$	4,197.60
	60%	\$	2,704.80	40%	\$	1,803.20	100%	\$	4,508.00
	80%	\$	1,430.40	30%	\$	715.20	90%	\$	2,145.60
		\$	-	90%	\$	2,317.50			
		\$	-	90%	\$	1,787.50			
		\$	-	80%	\$	7,899.60			
	60%	\$	40,811.70	43%	\$	29,115.60	99%	\$	67,332.30

60% \$ 40,811.70 43% \$ 29,115.60 99% \$ 67,332.30 \$ 69,927.30

	\$ -	50%	\$ 13,227.50	50%	\$ 13,227.50
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	80%	\$ 83,940.80	80%	\$ 83,940.80
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
0%	\$ -	22%	\$ 97,168.30	22%	\$ 97,168.30

0% \$ - 22% \$ 97,168.30 22% \$ 97,168.30 \$ 97,168.30

	\$	-	\$	-	0%	\$	-	
	\$	-	\$	-	0%	\$	-	
90%	\$	51,192.00	\$	-	90%	\$	51,192.00	
	\$	-	\$	-	0%	\$	-	
	\$	-	\$	-	0%	\$	-	
	\$	-	\$	-	0%	\$	-	
	\$	-	\$	-	0%	\$	-	
	\$	100%	\$	3,600.00	100%	\$	3,600.00	
43%	\$	51,192.00	3%	\$	3,600.00	45%	\$	54,792.00

43% \$ 51,192.00 3% \$ 3,600.00 49% \$ 54,792.00 \$ 54,792.00

14% \$ 104,318.70 23% \$ 165,583.90 37% \$ 267,307.60

	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	85%	\$ 17,290.00	85%	\$ 17,290.00
	\$ -	50%	\$ 1,500.00	50%	\$ 1,500.00
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
0%	\$ -	8%	\$ 18,790.00	8%	\$ 18,790.00

0% \$ - 8% \$ 18,790.00 8% \$ 18,790.00

	\$ -	90%	\$ 23,814.00	90%	\$ 23,814.00
	\$ -	34%	\$ 487.56	34%	\$ 487.56
	\$ -	90%	\$ 40,176.00	90%	\$ 40,176.00
	\$ -	34%	\$ 742.56	34%	\$ 742.56
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
	\$ -	\$ -	\$ -	0%	\$ -
0%	\$ -	62%	\$ 65,220.12	62%	\$ 65,220.12

0% \$ - 62% \$ 65,220.12 62% \$ 65,220.12

Total Earned this month \$ 249,594.02
Less 10% Retainage \$ 24,959.40
Total Draw \$ 224,634.62

SUBMITTED BY: HARBAUGH & SONS CONSTRUCTION CO, INC. PRESIDENT: JOEY HARBAUGH

APPROVED BY ENFINGER DEVELOPMENT LLC PRESIDENT: OLLY ORTON

APPROVED BY DEVELOPMENT MANAGER: GARY GRAY

DATE: 9/25/2023

DATE: 10/4/23

DATE: 10-9-2023

RESOLUTION NO. 2023-312-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MARF FOR ANIMAL RESCUE 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 Madison Animal Rescue Foundation ("MARF") for animal rescue services related to their annual appropriation from the City of Madison in the amount of **Fifteen thousand dollars (\$15,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

§
§
§

AGREEMENT

THIS APPROPRIATION AGREEMENT IS MADE by and between MADISON A.R.F. (ANIMAL RESCUE FOUNDATION), INC., an Alabama non-profit corporation (hereinafter “MARF”), and the CITY OF MADISON, ALABAMA, a municipal corporation (hereinafter “City”).

WITNESSETH:

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

WHEREAS, MARF is a corporation organized to promote animal welfare in the Madison area; and

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

WHEREAS, the City could otherwise provide these same services for its citizens but has chosen instead to assign such responsibility to MARF pursuant to the terms of this Appropriation Agreement; and

WHEREAS, the City Council has determined that it is desirable and in the public interest for the following appropriation to be made to MARF;

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that MARF 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 MARF the sum of fifteen thousand dollars and no cents (\$15,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A.
4. MARF pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, MARF 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 MARF.
5. MARF agrees to provide a written explanation for any animals that it may turn down by e-mailing the City of Madison Police Animal Control Unit with such reason for turning down an animal.
6. The City pledges to promote MARF to the public and better educate citizens to the scope of MARF and its animal rescue efforts.

7. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MARF 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 MARF, nor shall MARF 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.
8. 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, MARF 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 MARF and that officers, employees, and any other agents of MARF are not nor shall they be deemed to be officers, employees, or agents of the City.
9. MARF 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.
10. MARF 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.
11. 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 MARF may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
12. MARF 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.

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

Madison A.R.F. (Animal Rescue Foundation), Inc.,
a domestic non-profit corporation

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 Madison A.R.F. (Animal Rescue Foundation), 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 D. 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 D. 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

Madison A.R.F. (Animal Rescue Foundation), Inc. ("MARF") intends to use the provided funding in the following activities:

- Pay for spay/neuter and rabies, all required vaccinations, testing and boarding (if required) for animals claimed from Madison Animal Control. MARF takes in approximately 120 animals per year from Madison Animal Control. The amount of \$15,000 will pay for approximately 75 animals received from the City of Madison Animal Control based on average veterinary costs not including cost of boarding which is \$300 per month per animal.
- If funding is sufficient, use remaining funds for spay/neuter and rabies vaccinations for animals referred to MARF by Madison Animal Control by owners turning in, abuse and neglect cases. MARF takes in approximately 30 owner surrender and strays from Madison each year.

RESOLUTION NO. 2023-331-R

**DECLARING OFFICER DON KOCH'S DUTY WEAPON SURPLUS AND
AUTHORIZING OFFICER KOCH MAY KEEP THE WEAPON UPON RETIREMENT**

WHEREAS, the City of Madison owns personal property (formerly used by the Police Department) for which the City has no continuing need upon the retirement of Animal Control Officer Don Koch, such property consisting of the following item;

<u>QUANTITY</u>	<u>DESCRIPTION</u>
One (1)	Glock 17 Serial BGYC755 Weapon

and

WHEREAS, it is the desire of the City Council and the City of Madison to declare said personal property to be surplus and to direct that said property be given to the named individual upon his retirement from the City of Madison on October 31, 2023.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-333-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) 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-Madison County Emergency Management Agency (EMA) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seventy Six thousand Nine Hundred and Ten dollars (\$76,910.00)** for FY 24.

READ, PASSED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

§
§
§

AGREEMENT

THIS AGREEMENT IS MADE between the **HUNTSVILLE-MADISON COUNTY EMERGENCY MANAGEMENT AGENCY** (hereinafter “**EMA**”) 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, EMA will provide aid and assistance in the event of an emergency to the City of Huntsville, City of Madison, and Madison County, Alabama as defined herein.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2024.
2. During said term, it is hereby agreed that EMA 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 EMA the sum of Seventy Six thousand Nine hundred and Ten dollars and no cents (\$76,910.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. EMA pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, EMA 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 EMA.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by EMA 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 EMA, nor shall EMA 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, EMA 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 EMA and that officers, employees, and any other agents of EMA are not nor shall they be deemed to be officers, employees, or agents of the City.
7. EMA 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. EMA 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 EMA may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. EMA 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.

**HUNTSVILLE-MADISON COUNTY EMERGENCY
MANAGEMENT AGENCY**

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 Huntsville-Madison County Emergency Management Agency is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

EXHIBIT A

The Huntsville-Madison County Emergency Management Agency:

- Shall provide aid and assistance to the City in the event of an emergency for the term of this Agreement. "Emergency" is defined as any occurrence, or threat thereof, whether natural, or caused by man, in war or peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
- In the event of an emergency, the extent and nature of aid and assistance provided to the City by EMA shall be at the sole discretion of EMA; however, EMA shall act in good faith in responding to any such emergency.
- In no event shall EMA be liable to the City or to any person who resides or works in the City or owns property therein, for failure to provide aid and assistance in the event of an emergency.

RESOLUTION NO. 2023-334-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON VISIONARY PARTNERS FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Visionary Partners for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Fifty Five thousand dollars (\$55,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

www.pearsoned.com

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by MVP 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 MVP, nor shall MVP 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, MVP 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 MVP and that officers, employees, and any other agents of MVP are not nor shall they be deemed to be officers, employees, or agents of the City.
7. MVP 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. MVP 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 MVP may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. MVP agrees that it will comply with the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, and all other federal laws and regulations assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability.
11. If at any time during the City of Madison's above-referenced fiscal year its revenues decrease below that amount projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

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

MADISON VISIONARY PARTNERS

By: _____

Its: _____

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

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

EXHIBIT A

MVP seeks to support the City of Madison in the following key areas:

- Lead a broad-base community coalition to support needs in Madison
- Support large projects in the City of Madison
- Create community projects in the City of Madison
- Act as a fiscal sponsor in the City of Madison

Specifically, the City of Madison appropriation would be utilized in the following manner:

Broad Base Community Coalition

MVP understands that the city must prioritize its projects and that capital funds can only be stretched so far. That is why MVP works on leveraging ongoing city projects with philanthropic support to improve those projects for the benefit of all in the City of Madison.

MVP has identified several key projects to achieve the vision identified above:

Large Projects

Madison Community Center

The City of Madison is working on an ambitious plan to convert the former Three Springs facility into a multi-use community center. With additional funding raised by MVP from our community, we can help offset the final price tag and add elements that may not be in the budget.

The new Madison community center will benefit the entire community. MVP will support the city's plans for the new Community Center by gathering all of the stakeholders in Madison together to not only fundraise for but support the proposed community center in a variety of other ways.

Kids Kingdom

Kids Kingdom, greater Huntsville's most popular children's destination, turned 25 this year and has exceeded the end of its lifespan. We are proud to be leading the charge to bring our community of Madison together not only to rebuild Kids Kingdom but make it available to ALL children.

Partnering with Madison City Disability Advocacy Board (MCDAB), we created a coalition of community leaders, nonprofits, Madison City schools, local businesses, and individuals to create an ambitious campaign to raise the funds necessary to not only rebuild Kids Kingdom but make it a state-of-the-art inclusive playground, allowing children of ALL abilities to Play, Learn, and Grow Together.

The Campaign has raised over \$604,000 toward funding the playground rebuild.

Fiscal Sponsorship

MVP will continue its Fiscal Sponsorship program acting as a sponsor for individuals and organizations that do not have a non501 c3 organizations allowing them to use MVP to create and implement projects that enhance the quality of life in Madison.

Acting as a conduit for philanthropic funds MVP will be able to direct donor dollars back into the community.

Community Volunteer Projects

MVP will continue its goal of creating a “net” of Madison organizations working together to successfully implement community volunteer projects and work-days to support projects that benefit our City. We are partnering with the Madison Chamber of Commerce on a snack drive for our local school system, as well as partnering with Opera Huntsville to bring a free and family-friendly, “Opera in the Park” program to Madison.

Madison Visionaries

Stewarding and expanding our coalition of stakeholders, MVP will work as a “hub” to bring together Madison organizations and individuals. After some restructuring, we will implement our Madison *Visionaries*, a group of passionate citizens dedicated to investing resources in maintaining the operations of MVP.

Madison Visionary Partners will continue to work enthusiastically to support the Madison community. The common thread shared by community nonprofits and local government is a determination to use our respective resources to find solutions to meet today’s challenges and support our community. When we weave our resources together, the fabric of the solution is stronger. MVP appreciates the past support of the City of Madison and looks forward to continuing to work together to not only meet the needs of our mutual stakeholders, but to surpass them.

RESOLUTION NO. 2023-335-R**A RESOLUTION TO APPROVE AN AGREEMENT WITH MADISON CHAMBER OF
COMMERCE, INC FOR AGENCY SERVICES RELATED TO THEIR ANNUAL
APPROPRIATION FROM THE CITY OF MADISON**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Madison Chamber of Commerce, Inc for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ninety thousand dollars (\$90,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT IS MADE by and between the **Madison Chamber of Commerce, Inc.**, a non-profit corporation, (hereinafter “**MCC**”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter the “**City**”).

WITNESSETH:

WHEREAS, the Madison business community provides a significant portion of tax revenue to the City of Madison; and

WHEREAS, the MCC is a non-profit corporation organized to promote and support the City of Madison with a focus on the business community; and

WHEREAS, the MCC has the facilities and resources to provide essential services to the City to promote and market all types of events occurring within the City to regional, national, and international audiences, producing a positive economic impact to the City;

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 latter signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59pm on September 30, 2024.
2. During said term, it is hereby agreed that the MCC shall provide adequate economic promotion and marketing services to the City, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to the MCC the sum of Ninety thousand dollars (\$90,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed hereafter in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The MCC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the MCC agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by the MCC.

5. Under no circumstances and in no event shall the City be liable for any debt or obligations incurred by the MCC, regardless of the purpose for which the debt or obligation was incurred. Additionally, the City shall not be deemed or construed to be a partner, joint venture, or agent of the MCC, nor shall the MCC at any time use the name or credit of the City in purchasing or attempting to purchase any vehicle, equipment, supplies, or other things whatsoever.
6. It is mutually understood and agreed and it is the stated intent of the parties that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement, the MCC being an independent contractor of the City and in no way deemed to be an agent of the City. It is further mutually understood and agreed that officers, employees, and any other agents of the City are not nor shall they be deemed to be officers, employees, or agents of the MCC and that officers, employees, and any other agents of the MCC are not nor shall they be deemed to be officers, employees, or agents of the City.
7. The MCC is wholly responsible for the execution of the duties conferred herein and shall not transfer or assign this Agreement or any of the rights or privileges granted therein.
8. The MCC hereby agrees to comply strictly with all ordinances of the City and laws of the State of Alabama and the United States while performing under terms of this Agreement.
9. Both parties agree that upon violation of any of the covenants or agreements herein contained on account of any act of omission or commission by either party, the City or the MCC may, as its option, terminate and cancel this Agreement with thirty (30) days written notice to the other party.
10. The MCC 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.

Madison Chamber of Commerce, Inc.

Its:

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

Notary Public

EXHIBIT A
SERVICES TO BE PROVIDED BY
THE MADISON CHAMBER OF COMMERCE, INC.

The Madison Chamber of Commerce ("MCC") shall promote the City of Madison, Alabama, and events occurring within the City and build on established and new programs to produce a positive economic impact to the City. In addition, MCC will also continue to enhance their Business Development programs for new and existing businesses in the Madison area.

The following list represents programs and services to be performed for the City of Madison by MCC for the means of promotion, growth, and advocacy:

Overall Objectives:

- Advocate to our federal, state, and local officials on behalf of our licensed business
- Function as a catalyst for cross collaboration between businesses, non-profit organizations, and the City of Madison
- Broaden the "recognition footprint" throughout the region for the City of Madison and its businesses
- Provide multiple educational opportunities throughout the year to our members
- Provide regular opportunities for our members to connect and gain exposure with the community
- Promote the City of Madison, Alabama and events occurring within the city.
- Enhance and grow Business Development programs for new and existing businesses in the Madison area.
- Seek partnerships for future economic development and a healthy business climate.
- Promote Madison's quality of life and standard of living throughout the community.
- Partner with other "like" organizations to promote the Tennessee Valley community.

Madison Chamber Programming

1. MCC shall organize, produce, promote, and execute the following events:
 - a) State of the City Address - Celebrate Madison
 - b) Chamber Holiday Party
 - c) State of the Community Breakfast
 - d) Best in Business Awards
 - e) Mayor's Cup Golf Tournament
 - f) Lunch and Learn Quarterly Series
 - g) Coffee and Commerce (Bi-Monthly)
 - h) Women in Business and Men in Business Networking Events (Quarterly)
 - i) Madison City Schools PTA Coupon Flyer (Yearly)
2. Provide PR and promotion of City of Madison events (both for the City of Madison and non-profit organizations working with the City of Madison for the benefit of the community.) Includes but is not limited to:
 - a) City of Madison Parks and Recreation activities and events
 - b) Madison City Schools
 - c) Madison City Schools PTA Council

- d) Madison Street Festival
- e) Trains on Main Scavenger Hunt
- f) Madison Christmas Tree Decorating Contest
- g) Civic Organizations
- h) Madison Chamber Cares Initiatives

Resident Resources

1. Maintain and publish calendars of all city-wide events and programs.
2. Participate in city-wide newcomer events co-hosted by the Huntsville/Madison County Library and Madison Chamber.
3. Answer multiple phone calls and in-person visits each day by residents and tourists looking for brochures and places to eat/visit while visiting our city. (This equals between 4-7 hours per week of MCC office staff time since there is no official visitors center currently operating in the City limits.)

STATE OF ALABAMA
COUNTY OF MADISON

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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, 2024.
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 Fifteen thousand dollars and no cents (\$15,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. 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.

CRISIS SERVICES OF NORTH ALABAMA

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 _____, whose name as _____ of the Crisis Services of North Alabama, Inc. is signed to the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

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

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 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 2023-2024 fiscal year, CSNA projects it will provide the following services to City of Madison residents*:

- * 200 nights of emergency shelter and services for domestic violence victims and their children.
- * 700 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.
- * 50 victims of domestic and sexual violence with forensic exams to collect evidence and document injuries.
- * 1,700 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.
- * 1,200 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 \$184,969. The \$20,000 appropriation from the City of Madison's FY 23 budget will be directed toward the expenses to provide services to its residents.

RESOLUTION NO. 2023-336-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 **Fifteen thousand dollars (\$15,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-337-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 Five thousand dollars (\$45,000.00)** for FY 24.

READ, PASSED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 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, 2024.
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 Five thousand dollars and no cents (\$45,000.00) for fiscal year 2024, which began October 1, 2023, and ends September 30, 2024, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. 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 was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, in his/her duly appointed capacity and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this _____ day of _____, 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 \$45,000 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. 2023-349-R**ACCEPTANCE OF SUPPLEMENT SETTLEMENT OFFER ON CLAIM NO. 059436 FOR POLICE
VEHICLE COLLISION DAMAGE**

WHEREAS, on March 3, 2023, at 4:35 p.m. which loss upon the best knowledge and belief of insured was caused by collision.

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted a supplement insurance payment to the City of Madison in the amount of \$306.41.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the supplement final settlement offer in the amount of \$306.41 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 23rd day of October 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023

Paul Finley, Mayor
City of Madison, Alabama

ALABAMA MUNICIPAL INSURANCE CORP.

Montgomery, AL 36104

Description	From Date _ T_p_D_at	Invoice #	Invoice Amt	JUDUnt
Collision Damage		Supp 2018 Ford Exp VIN 4003	\$0.00	\$306.

Claim Number: 059436 Claimant: City of Madison Payee: City of Madison

Check Number: 87012 Total Check Amt \$306.41 Event Date: 3/3/2023 Department: MAD City of Madison, ETAL

Adjuster Name: Addison King Adjuster Phone #: (334)386-4240 Control Number: 0166612

Payee Tax ID:

Mail To Address : City of Madison
100 Hughes Road
Madison, AL 35758

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

■,

●

RESOLUTION NO. 2023-369-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	Guest Chair
1	Two Shelf Bookcase
2	Three Shelf Bookcases
2	Four Drawer File Cabinet
1	Typewriter

; and

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

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

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

READ, APPROVED, and ADOPTED this 23rd day of October 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023

Paul Finley, Mayor
City of Madison, Alabama

Fillable Form



City of Madison, Alabama

Capital Assets Disposal Form

Section 1

Capital Assets Tag No. 01290
(Existing Assets Number)

Section 2

Date: 10/17/2023

Department: Finance

Item Description: Guest Chair

Serial/Model #: _____ New: ☐ Used: ☒

Location: Finance

Vendor Name: _____

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

Date Item Acquired: Unknown Cost or Donated Value: _____

Enhancements: _____

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

Rogin D. Bellamy
Signature: (Department Head or Designee)

10/17/2023
Date:

TO BE COMPLETED BY CITY CLERK

(Below this line)

Section 3

DISPOSITION METHOD: _____ Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: _____

Minutes #: _____

SOLD TO:

Address: _____

Proceeds: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

Submit Form

Fillable Form



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____

(Existing Assets Number)

Section 2

Date: 10/17/2023

Department: Finance

Item Description: 2 Shelf Bookcase

Serial/Model #: _____

New: ☐Used: ☒

Location: Finance

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Unknown

Cost or Donated Value: _____

Enhancements: _____

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

Roger D. Bellomy
Signature: (Department Head or Designee)

10/17/2023

Date:

TO BE COMPLETED BY CITY CLERK

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007

Submit Form

Fillable Form



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. _____
(Existing Assets Number)

Section 2

Date: 10/17/2023

Department: Finance

Item Description: 3 Shelf Bookcases (2)

Serial/Model #: _____

New: ☐ Used: ☒

Location: Finance

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Unknown

Cost or Donated Value: _____

Enhancements: _____

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

Signature: *Roger D. Ballomy*
(Department Head or Designee)

10/17/2023

Date:

TO BE COMPLETED BY CITY CLERK

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

Submit Form

Fillable Form



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 000060 & 01844
(Existing Assets Number)

Section 2

Date: 10/17/2023

Department: Finance

Item Description: 4 Drawer File Cabinets (2)

Serial/Model #: _____

New: ☐

Used: ☒

Location: Finance

Vendor Name: _____

Asset Class: _____

Activity Code: _____

Fund: _____

Acct. No.: _____

Date Item Acquired: _____

Unknown

Cost or Donated Value: _____

Enhancements: _____

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

Signature: *Roger D. Bellomy* (Department Head or Designee)

10/17/2023

Date:

TO BE COMPLETED BY CITY CLERK

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale: _____

Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____

Date: _____

Minutes #: _____

SOLD TO:

Proceeds: _____

Address: _____

Date: _____

Signature, City Clerk-Treasurer

Date

COMMENTS: _____

COPY: Requesting Dept. ☐

Finance Dept. ☐

Revised 6/25/2007

Submit Form

Fillable Form



City of Madison, Alabama

Capital Assets

Disposal Form

Section 1

Capital Assets Tag No. 000093

(Existing Assets Number)

Section 2

Date: 10/17/2023

Department: Finance

Item Description: Typewriter

Serial/Model #:

New:

Used:

X

Location: Finance

Vendor Name: Nakajima

Asset Class:

Activity Code:

Fund:

Acct. No.:

Date Item Acquired:

Unknown

Cost or Donated Value:

Enhancements:

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

Roger D. Bellomy
Signature: (Department Head or Designee)

10/17/2023

Date:

TO BE COMPLETED BY CITY CLERK

(Below this line)

Section 3

DISPOSITION METHOD:

Surplus Sale:

Other:

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #:

Date:

Minutes #:

SOLD TO:

Proceeds:

Address:

Date:

Signature, City Clerk-Treasurer

Date

COMMENTS:

COPY: Requesting Dept. ☐Finance Dept. ☐

Revised 6/25/2007

Submit Form

RESOLUTION NO. 2023-328-R**A RESOLUTION AUTHORIZING AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH TRIDENT SECURITY SOLUTIONS, LLC**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a professional contractor services agreement with Trident Security Solutions, LLC, to provide security guard services at City Hall, 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 relationship established by such acceptance and execution, the Mayor or his designee shall be hereby authorized for the entire term of the Agreement to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of October, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October, 2023.

Paul Finley, Mayor
City of Madison, Alabama

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

WHEREAS, the City Council adopted Resolution No. 2021-381-R to provide a policy for video streaming, recording and long-term archiving of City Council, Planning Commission and Zoning Board of Adjustment meetings; and

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the October 18th, 2023, City Council Work Session shall be live streamed, archived and made available for subsequent viewing;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 23rd day of October 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 October 2023.

Paul Finley, Mayor
City of Madison, Alabama

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

WHEREAS, PURSUANT TO Alabama Code Title 23, Chapter 4, Article 2 and City Code Section 30-4, municipal corporations may adopt resolutions to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, and convenience of the inhabitants of the municipality; and

WHEREAS, the request to vacate unimproved right-of-way of Griggs Road and Concord Drive has been recommended by the Technical Review Committee, the EMA Director, and the Planning Commission;

NOW, THEREFOR, BE IT FURTHER RESOLVED 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 quitclaim deeds vacating the below-described rights-of-way in favor of **S and A Holdings, LLC**, and **Denny Sissom**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

S AND A HOLDINGS, LLC

STATE OF ALABAMA
MADISON COUNTY

1.14 ACRES

ALL THAT PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ROCK PILE FOUND PURPORTED AS BEING THE NORTHWEST CORNER OF LOT 1 OF A RESUBDIVISION OF LOT 24, 25 AND 26 OF BLOCK 2, MANDOLIN SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 59 AND OTHER LANDS AS RECORDED IN PLAT BOOK 29, PAGE 12 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS EAST 59.24 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 25.02 FEET TO A POINT; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST 362.27 FEET TO A POINT; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 44 DEGREES 40 MINUTES 21 SECONDS EAST 70.83 FEET TO A POINT; THENCE NORTH 00 DEGREES 22 MINUTES 58 SECONDS WEST 230.48 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS EAST 25.18 FEET TO A ½" CAPPED REBAR SET; THENCE SOUTH 00 DEGREES 21 MINUTES 11 SECONDS EAST 230.41 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF SOUTH 45 DEGREES 06 MINUTES 47 SECONDS EAST 35.33 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST 608.42 FEET TO A ROCK PILE FOUND;

THENCE SOUTH 00 DEGREES 24 MINUTES 38 SECONDS EAST 50.13 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE SOUTH 89 DEGREES 52 MINUTES 51 SECONDS WEST 300.08 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE SOUTH 89 DEGREES 30 MINUTES 17 SECONDS WEST 770.66 FEET TO THE POINT OF BEGINNING, CONTAINING 1.14 ACRES, MORE OR LESS.

SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS RECORDED AND UNRECORDED.

DANNY SISSOM

STATE OF ALABAMA
MADISON COUNTY

0.37 ACRES

ALL THAT PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ROCK PILE FOUND PURPORTED AS BEING THE NORTHWEST CORNER OF LOT 1 OF A RESUBDIVISION OF LOT 24, 25 AND 26 OF BLOCK 2, MANDOLIN SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 59 AND OTHER LANDS AS RECORDED IN PLAT BOOK 29, PAGE 12 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE NORTH 89 DEGREES 30 MINUTES 17 SECONDS EAST 59.24 FEET TO A POINT; THENCE NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 25.02 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 00 DEGREES 29 MINUTES 43 SECONDS WEST 25.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 36 MINUTES 47 SECONDS EAST 362.36 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE AROUND A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF NORTH 44 DEGREES 41 MINUTES 47 SECONDS EAST 35.44 FEET TO A 5/8" CAPPED REBAR FOUND; THENCE NORTH 00 DEGREES 22 MINUTES 58 SECONDS WEST 230.50 FEET TO A 1/2" CAPPED REBAR SET; THENCE NORTH 89 DEGREES 38 MINUTES 49 SECONDS EAST 25.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 22 MINUTES 58 SECONDS EAST 230.48 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING AND CHORD DISTANCE OF SOUTH 44 DEGREES 40 MINUTES 21 SECONDS WEST 70.83 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36 MINUTES 47 SECONDS WEST 362.27 FEET TO THE POINT OF BEGINNING, CONTAINING 0.37 ACRES, MORE OR LESS.

SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS RECORDED AND UNRECORDED.

READ, PASSED, AND ADOPTED this ____ day of _____, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of _____, 2023.

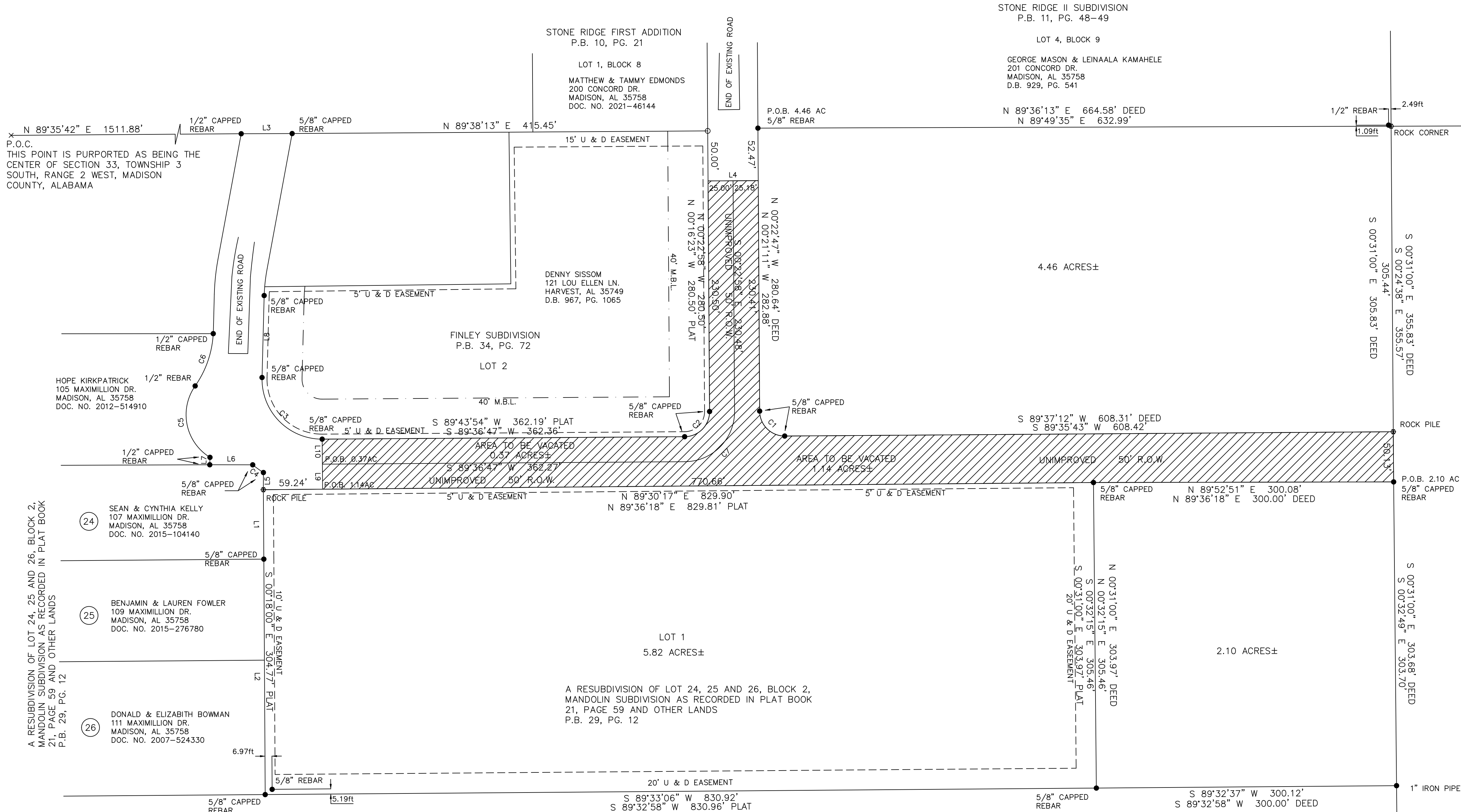
Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached map, one (1) time in the ***Madison County Record*** no less than 14 days from the date of adoption.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

JOHN M. STANLEY, JR.
AL PLS NO. 26630

DATE: 1-31-23



MEASURED						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	25.00'	39.23'	35.33'	N 45°06'47\"	89°54'53\"	24.96'
C2	25.00'	39.39'	35.44'	S 44°41'47\"	90°16'28\"	25.12'
C3	59.93'	96.05'	86.09'	N 44°17'44\"	91°49'24\"	61.87'
C4	110.00'	13.20'	13.19'	S 54°11'09\"	06°52'37\"	6.61'
C5	50.00'	81.69'	72.91'	S 11°42'44\"	93°36'54\"	53.28'
C6	100.00'	56.08'	55.33'	S 19°04'34\"	32°07'06\"	28.79'
C7	50.00'	78.71'	70.83'	S 44°40'21\"	90°11'34\"	50.17'

PLAT / DEED						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	25.00'	---	35.36'	N 45°22'46\"	---	---
C2	25.00'	39.28'	35.37'	S 44°34'03\"	90°01'56\"	25.01'
C3	59.93'	95.99'	86.05'	N 44°23'01\"	91°46'10\"	61.81'
C4	110.00'	---	13.20'	S 54°25'11\"	91°53'53\"	---

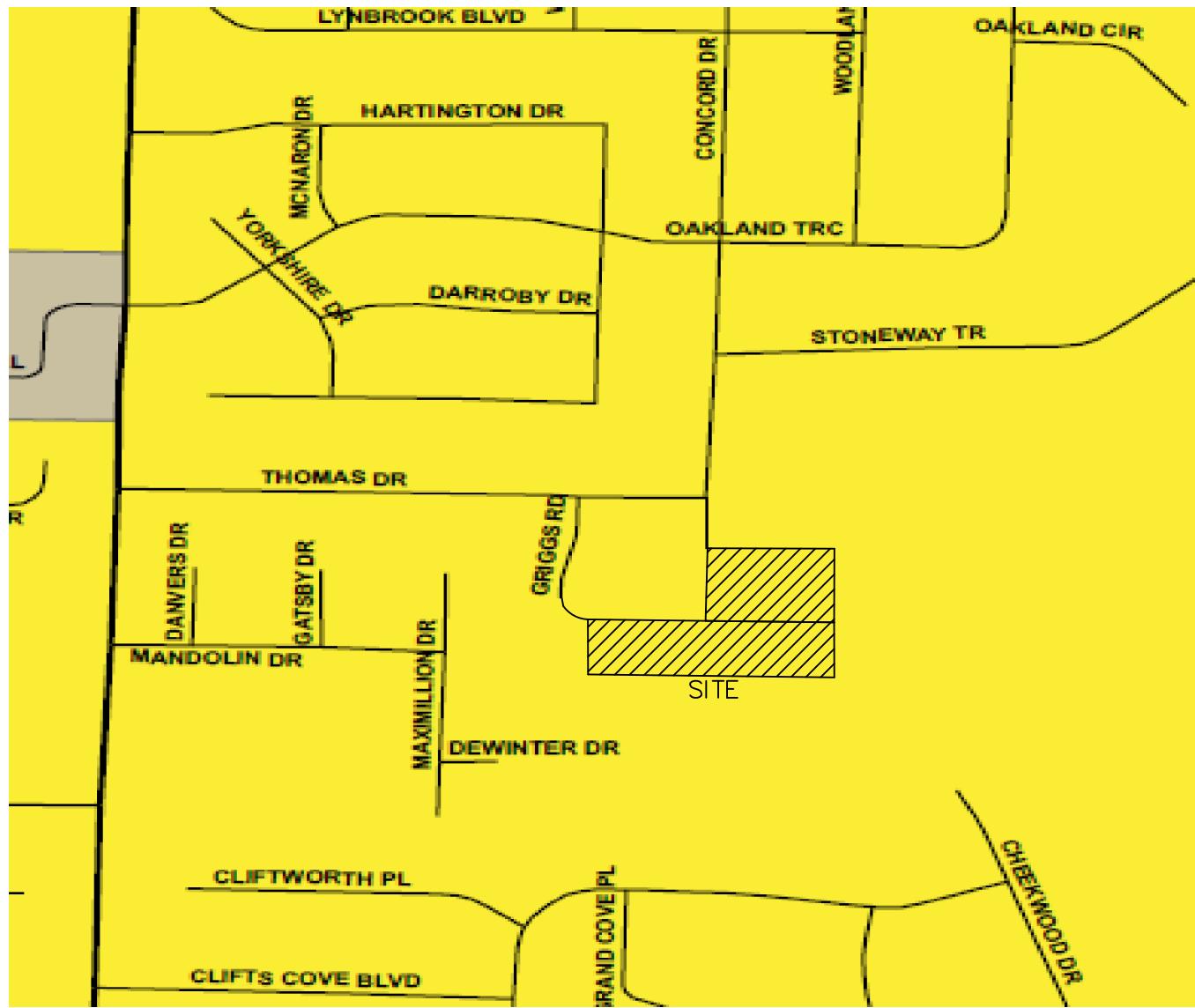
DANA H. GRIFFIN
2705 CHANDLER CIR.
HUNTSVILLE, AL 35801
D.B. 1035, PG. 241

LINE	BEARING	DISTANCE
L1	S 00°23'55\"	E 69.44'
L2	S 00°19'52\"	E 235.35'
L3	N 89°47'00\"	E 50.92'
L4	N 89°38'49\"	E 50.18'
L5	N 00°10'12\"	E 17.15'
L6	N 89°56'13\"	E 42.92'
L7	N 01°30'15\"	E 7.41'
L8	S 01°29'11\"	W 81.95'
L9	N 00°29'43\"	W 25.02'
L10	N 00°29'43\"	W 25.00'

LEGEND

These standard symbols will be found in the drawing.

- 1/2" CAPPED REBAR SET
- IRON PIN FOUND
- R.O.W. CONCRETE MONUMENT
- UTILITY AND DRAINAGE EASEMENT
- MINIMUM BUILDING LINE
- WATER METER



VICINITY MAP
NOT TO SCALE



REVISIONS

NO.	DESCRIPTION	DATE	BY

STANLEY LAND SURVEYING, INC.

473 SHARPS COVE RD.
GURLEY, AL 35748
256-776-8801 MIKESTANLEY005@GMAIL.COM

S AND A HOLDING, LLC
126 TIDEWATER DR.
MADISON, AL 35758

A RESUBDIVISION OF LOTS 24, 25 & 26, BLOCK 2, MANDOLIN SUBDIVISION AS RECORDED IN PLAT BOOK 21, PAGE 59 AND OTHER LANDS BEING A PART OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, MADISON COUNTY, ALABAMA

BOUNDARY SURVEY

DRAWN BY: JMS APPROVED BY: JMS

SCALE: 1" = 60'

DATE: JAN. 2023

JOB NUMBER: 23-17 SHEET: 1 of 1

RESOLUTION NO. 2023-344-R**A RESOLUTION AUTHORIZING RENEWAL OF STREET SWEEPING SERVICES WITH SWEEP AMERICA INTERMEDIATE HOLDINGS, LLC**

WHEREAS, by virtue of passage of Resolution No. 2014-06-R, the City Council has authorized qualified purchasing through Sourcewell, formerly known as National Joint Powers Alliance ("NJPA"); and

WHEREAS, the Engineering Department has requested a renewal of street sweeping services with Sweep America Intermediate Holdings, LLC, as described in the attached Quote; and

WHEREAS, the Engineering Department has verified that these services are not available on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Engineering Department has verified that Sweep America Intermediate Holdings, LLC, is an authorized provider for said services and is a participating Sourcewell vendor pursuant to Contract No. 062421; and

WHEREAS, the Engineering Department has confirmed that Sweep America Intermediate Holdings, LLC holds a valid Alabama business license.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized pursuant to the terms of the attached Quote, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 23rd day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama



TO: Gina Romine, ADEM Compliance Administrator, City of Madison AL
FROM: Rich Janofsky, District Sales Manager - Sweeping Corp of America
DATE: 10/17/2023
SUBJECT: **Proposal – Annual Sweeping – City of Madison, AL**

Dear Ms. Romine,

Thank you for allowing Sweeping Corporation of America, Inc. (SCA) the opportunity to address your sweeping needs. The following quotes targets your request using our Sourcwell Contract 062421-SWP. Per our contract the below quoted price is based on a 3% discount of the base rate of \$167.90 per curb mile.

- **Annual Sweeping**

Description	Curb mi	Rate	Total
Madison, AL Residential	368	\$162.86	\$59,932.48
Madison, AL Thoroughfare	46	\$162.86	\$7491.56
			\$67,424.04

Please do not hesitate to contact me at 856-371-5649 or rjanofsky@sweepingcorp.com if you have any additional requirements, questions, comments, or concerns. This quote is valid 30 days from the date indicated above.

Thank you and Be Safe,

A handwritten signature in black ink, appearing to be "RJ" or "Rich Janofsky".

Sincerely,
Rich Janofsky
District Sales Manager

RESOLUTION NO. 2023-352-R**A RESOLUTION AUTHORIZING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC.**

WHEREAS, on March 28, 2022, and pursuant to Resolution No. 2023-91-R, the City Council of the City of Madison, Alabama authorized the execution of a Professional Services Agreement with Barge Design Solutions, Inc. for professional construction, engineering, and inspections services for the ATRP2-45-2020-327 project for Wall Triana Highway (herein "Project");

WHEREAS, on August 14, 2023, and pursuant to Resolution No 2023-255-R, the City Council of the City of Madison, Alabama authorized the First Amendment to the Professional Services Agreement to accommodate an overrun caused by a 180-day procurement period for poles in which no progress could be made on the Project and utility conflicts were introduced after the initial design that included the introduction of a new drainage design; and

WHEREAS, Barge Design Solutions, Inc. now requests a Second Amendment to the Professional Services Agreement, because weather delays and continued asphalt paving have caused additional overtime costs; and

WHEREAS, Barge Design Solutions, Inc. requests that the Professional Services Contract be amended to allow for additional costs associated with these delays and continuing asphalt paving not to exceed **thirty-five thousand, two-hundred eighty-eight dollars (\$35,288.00)**.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Second Amended Professional Services Agreement with Barge Design Solutions, Inc., for professional construction, engineering, and inspections services for the ATRP2-45-2020-327 project for Wall Triana Highway, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Additional Services Amendment Number 2," 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 Barge Design Solutions, 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 23rd day of October 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 October 2023.

Paul Finley, Mayor
City of Madison, Alabama



October 10, 2023
Project No.: 3604304

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

RE: ATRIP2-45-2020-327 Wall Triana Highway from Graphics Drive to I-565 (CE&I)

Dear Mr. Johnson,

As you are aware Barge Design Solutions, Inc. has exceeded its original and supplemental agreement #1 CE&I budget for the captioned project. Please find included with this letter a request for supplemental budget to cover our costs to finish CE&I services for the project. A brief explanation of the need for additional budget follows. There are reports for everyday of our effort in CAMMS documenting our effort and activities.

The original scope of work was intended to cover 100 working days of construction. The reason for our continued overrun since the previous supplement is related primarily to two key issues.

1. Since Supplemental Agreement #1 dated 8/1/23, there were eleven (11) individual days the contractor either worked a partial day or did not work due to weather, which did not count as a Working Day. Barge continues to prepare daily work reports and diaries in CAMMS and perform project coordination/management to meet ALDOT project requirements. Barge incurred labor and expenses on those eleven (11) days that did not count as a Working Day.
2. Asphalt paving continues to be performed at night on Working Days when work was also occurring during the daytime. These longer work durations per Working Day have exceeded our anticipated costs due to additional Overtime Salary. Additionally, the longer work durations per Working Day have also exceeded our subconsultant's anticipated costs in construction material testing.

As of the date of this letter, Barge anticipates exceeding our current budget (Original plus SA#1) during the week of 10/9/23. Our subconsultant has already exceeded their current budget for construction material testing.

Also as of September 29, 2023, there have been 95 Working Days charged against contract time leaving 5 remaining Working Days. Our supplemental request assumes 15 days of remaining effort to complete the project. Due to the Cost Plus with a Maximum contract format on this project, we will only use that portion of the budget needed to complete the project. If the project is completed sooner than anticipated, that portion of the budget will be left unused.

Please review the attached additional services agreement and the supporting documents. Reach out to me or Jeff Glass should you have any questions or need additional information.

Kind regards,

Barge Design Solutions, Inc.

Christopher J. Grace, PE
Vice President

c: Ms. Michelle Dunson, City of Madison
Mr. Jeff Glass, Barge

ADDITIONAL SERVICES AMENDMENT NUMBER 2

This amendment to the Professional Services Agreement dated October 10, 2023, between the City of Madison, Alabama (Client) and Barge Design Solutions, Inc. (Barge) is for additional services described as follows:

Project: ATRIP2-45-2020-327 Wall Triana Highway from Graphics Drive to I-565

Project Description: CE&I Supplemental Services


- I. PROFESSIONAL SERVICES:** Barge agrees to perform the following additional services under this Amendment:

Continuation of Construction Engineering and Inspection services in accordance with ALDOT standard procedures for ATRIP 2 local projects. See attached estimates for itemized costs.

- II. COMPENSATION:** The compensation to be paid to Barge for providing the requested additional services shall be:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input checked="" type="checkbox"/>	Estimated Fee	\$	or Maximum Fee \$ <u>35,288.00</u>
<input type="checkbox"/>	Lump Sum	\$	

- III. TERMS AND CONDITIONS:** Services performed under this amendment are subject to the same terms and conditions described in the Professional Services Agreement as referenced above.

City of Madison		Barge Design Solutions, Inc.	
By:		By:	
Printed Name:	Paul Finley	Printed Name:	Christopher J. Grace
Title:	Mayor	Title:	Vice President
Address:	100 Hughes Road Madison, Alabama 35758	Address:	200 Clinton Avenue, Suite 800 Huntsville, Alabama 35801

Wall Triana-Madison, Alabama (ATRIP2-45-2020-327)

ESTIMATED COSTS TO COMPLETE CE&I SERVICES

Labor						
Staff	Title	Hrs/Day	Days	Direct Labor	OH Rate	Labor Cost
Justin Reliford	SR. Inspector	8	15	\$35.00	1.1555	\$9,053.10
Justin Reliford	SR. Inspector	1.5	15	\$52.50	1.1555	\$2,546.18
Raymond Canady	SR. Const. Manager	8	5	\$50.69	1.1555	\$4,370.49
Lydia Hale	Administrative Asst.	1	5	\$23.38	2.0939	\$361.68
Chris Grace	Project Engineer/PM	1	5	\$72.67	2.0939	\$1,124.17
Jeff Glass	Director CEI/PM	1	15	\$80.78	2.0939	\$3,748.88
					Total Direct Labor	\$9,100.80
				Profit	10%	\$2,120.45
				FCCM	0.61	\$55.51
					Total Labor Fee	\$23,380.47
Subconsultant	GTEC - Remaining Original CMT Services			\$6,080.00	1.05	\$6,384.00
Expenses						
Per Diem	Field Personnel			\$40.00		\$0.00
Per Diem	Field Personnel		10	\$250.00		\$2,500.00
Mileage	Field Personnel		60	\$0.655	45	\$1,768.50
	Office-Nashville		230	\$0.655	5	\$753.25
	Office-Huntsville			\$0.655		\$0.00
Shipping	Misc.			\$40.00		\$0.00
				Profit	10%	\$502.18
					Total Expenses	\$5,523.93
					Total Fee	\$35,288.39

RESOLUTION NO. 2023-272-R

A RESOLUTION AUTHORIZING AN AMENDED DEVELOPMENT AGREEMENT WITH LENNAR HOMES OF ALABAMA, LLC

WHEREAS, on June 24, 2019 the City and Breland Homes, LLC (herein “Breland Homes”) entered into a Development Agreement pursuant to Resolution No. 2019-95-R; and,

WHEREAS, on December 27, 2021, Breland Homes assigned all its rights and interests under said Development Agreement to Lennar Homes of Alabama, LLC (herein “Lennar Homes”); and,

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

Section 1. Findings of Fact; Definition of Terms

The City Council (the “Council”) of the City of Madison, Alabama (the “City”), upon evidence duly presented to and considered by it, does hereby find, determine, and declare that:

- (a) Breland Homes previously presented a proposal to the City for the construction of a residential townhouse development and public assets located on approximately 106 acres of land owned by Developer and located in Madison at the terminus of Kyser Boulevard that is now known as Bradford Station Phase One and Bradford Station Phase Two.
- (b) Breland Homes previously submitted the Council a Development Agreement (the “Development Agreement”), which provided for the pacing of residential building construction at a pace of no more than fifty (50) homes per year over a period of 8 to 10 years. The Development Agreement has, and will continue, to provide significant benefits to the City, including the construction of on-site and off-site greenway and roadways, dedication of rights of way, and the preservation of publically accessible greenspace.
- (c) Lennar Homes proposes the Amended Development Agreement to allow Lennar Homes to construct a greenway upon Norfolk Southern Railroad railway tracks prior to the completion of Phase Five of the Development.
- (d) Lennar Homes proposes that Section 1.1(f)(iii)b of the original Development Agreement also be modify to allow for the construction of the railway

greenway before Phase Five and delete a provision requiring such within four years of the original Development Agreement's execution.

- (e) The City proposes that the amended Development Agreement require Lennar Homes to construct the Westchester Drive extension during the Phase Three infrastructure and necessary street lights in accord with the original plans and specifications for the Development.
- (f) It is in the interest of the City that the City amend the original Development Agreement to continue to provide increased tax revenues for the City, additional public transportation and recreation facilities, and additional economic activity in the area surrounding the Development Project.
- (e) Pursuant to Alabama Code § 11-45-1, the City may adopt resolutions and ordinances to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of the inhabitants of the municipality. The preservation, construction, and accessibility of the green space, roadways, greenway, and the pacing of the Development as provided for in this resolution approving the Amended Development Agreement will promote the health, safety, and welfare of the residents of the City.

Section 2. Authorization of Amended Development Agreement

The execution and delivery of, and the performance by the City under, the Amended Development Agreement are hereby authorized and approved. The Mayor is authorized and directed to execute and deliver the Amended Development Agreement on behalf of the City, said Agreement to be in substantially the form presented to the Council this date and identified as "First Amendment to Development Agreement," and the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. Further Actions

The Mayor and City Clerk are hereby authorized and directed to execute, seal, attest, and deliver such other agreements, undertakings, documents, and certificates incidental or related to the Amended Development Agreement and the actions contemplated within it, and to take such other actions as shall be necessary and appropriate to carry out the transactions that this Resolution contemplates.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of October 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 23rd day of October 2023

Paul Finley, Mayor
City of Madison, Alabama

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this “Amendment”) is made and entered into on and as of the 23rd day of October, 2023 (the “Effective Date”), by and between the City of Madison, Alabama, a municipal corporation organized and existing under the laws of the State of Alabama (the “City”), and Lennar Homes of Alabama, LLC, a Delaware limited liability company, its successors, and assigns (“Developer”). The City and the Developer are herein referred to collectively from time to time as the “Parties” and individually, from time to time, as a “Party.”

WITNESSETH

WHEREAS, the City and Breland Homes, LLC, a Delaware limited liability company (“Breland”), entered into that certain Development Agreement dated June 24, 2019 (the “Agreement”) regarding approximately one hundred six (106) acres, more or less, lying within the City of Madison, Madison County, Alabama (the “Development Property”), upon which Breland planned to design, develop, and construct a multi-phase single-family residential townhouse subdivision to be developed and constructed as further set forth in the Agreement (the “Development”); and

WHEREAS, Breland assigned all of its rights and interest under the Agreement to Developer, and Developer assumed all of the duties and responsibilities of Breland thereunder, effective December 27, 2021; and

WHEREAS, collectively, Breland and Developer have developed or caused to be developed the first two (2) phases of the Development, which are named Bradford Station Phase 1 and Bradford Station Phase 2; and

WHEREAS, the Parties desire to amend the Agreement to alter the timelines for certain components of Developer’s work thereunder to be completed; and

WHEREAS, the City has approved the construction plans for Bradford Station Phase 3 and will release them to Developer to begin development of that phase upon the execution of this Amendment and completion of any outstanding contingencies.

NOW, THEREFORE, in consideration of the mutual agreements and conditions set forth herein, including the foregoing recitals (which are incorporated herein by reference) and for other good and valuable consideration, the adequacy, receipt and sufficiency of which are all hereby acknowledged, the Parties agree as follows:

1. The foregoing Recital clauses are true and correct in all respects and form a material part of this Amendment, the same as if such Recital clauses were set forth in the numbered paragraphs hereof.
2. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.

3. Section 1.1(f)(i)b. of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

b. Prior to the start of Phase 3, the Developer shall complete construction drawings for the Greenway except the portion identified in Section 1.1(f)(i)a(1), and shall obtain approval of said plans from the City, such approval not to be unreasonably withheld, conditioned or delayed. Prior to the start of Phase 4, the Developer shall complete construction drawings for the Greenway for the portion identified in Section 1.1(f)(i)a(1), and shall obtain approval of said plans from the City, such approval not to be unreasonably withheld, conditioned or delayed. Prior to the start of Phase 5, Developer shall construct that portion of the Greenway to be constructed under the Norfolk Southern Railroad Company railway tracks, subject to the railway's approval. City will assist with obtaining the railway's approval. The railway's refusal to grant approval to the Developer on grounds of technical infeasibility shall excuse the Developer from performance as to that portion subject to the railway's approval.

4. Section 1.1(f)(iii)b. of the Agreement is hereby modified to delete the phrase "within four (4) years after the Effective Date" in its entirety and to replace it with the phrase, "prior to the start of Phase 5."

5. Section 1.1(g)(ii)b. of the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

b. During the infrastructure construction of Phase 3, the Developer shall construct the Westchester Drive extension and install the necessary street lights in accordance with City-approved plans and specifications. City shall repair the currently existing portion of Westchester Drive from Madison Boulevard to the northerly terminus of the Westchester Extension prior to Phase 4. For doubt avoidance, in no event shall the City's failure to timely repair the currently existing portion of Westchester Drive serve to delay, impair or restrict any other right of Developer under the Agreement, including without limitation the right to proceed with the development and construction of Phase 4 and any later phase in accordance with the terms, conditions and timelines set forth in the Agreement.

6. Section 5.5(a) of the Agreement is hereby modified to update the Developer's notice and carbon copy addresses as follows:

If to Developer:	Lennar Homes of Alabama, LLC Attn: Matt Figlesthaller 2101 Clinton Avenue W., Suite 202 Huntsville, AL 35805
------------------	---

With a copy to:

Lennar Homes of Alabama, LLC
Attn: Debra Huser
2101 Clinton Avenue W., Suite 202
Huntsville, AL 35805

7. **Miscellaneous.** Except as hereby amended, the Agreement shall remain in full force and effect and binding on the Parties in accordance with its terms. If any conflict exists between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Electronic signatures delivered in Portable Document Format (PDF) shall be deemed to be originals thereof for all purposes hereunder. This Amendment is binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

8. **No Modification or Waiver.** Except as otherwise expressly set forth herein, nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Agreement, and all such provisions remain in full force and effect.

9. **Authority.** The Parties each represent and warrant that no further corporate or other action is necessary to execute and deliver this Amendment, and that this Amendment constitutes the legally binding obligation of the City and Developer enforceable in accordance with its terms.

[SIGNATURES APPEAR ON NEXT PAGE]

City of Madison, Alabama
An Alabama municipal corporation

Attest:

By: _____
Name: Paul Finley
Title: Mayor

By: _____
Name: Lisa D. Thomas
Title: City Clerk-Treasurer

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 officials and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, an Alabama municipal corporation.

Sworn to and subscribed before me this the _____ day of _____, 2023.

Notary Public
[NOTARIAL SEAL]

My Commission Expires:_____

ORDINANCE NO. 2023-313

AN ORDINANCE ADOPTING NEW LEGAL DESCRIPTIONS FOR THE COUNCIL DISTRICTS OF THE CITY OF MADISON, ALABAMA

WHEREAS, the Constitution of the United States requires that substantial equality of population exist among voting districts and the Voting Rights Act of 1965, 42 U.S.C. §1971, *et. seq.*, requires that all citizens, including those citizens who are members of protected minorities, have a fair opportunity to participate in the electoral process and elect candidates of choice on an equal basis with other voters; and

WHEREAS, Ordinance No. 2011-245 last established the City's current city council voting districts based upon a total population of 42,938 as established by the 2010 federal decennial census data; and

WHEREAS, the regular 2020 federal decennial census data was released for the State of Alabama establishing that the City's population increased to 56,970; and

WHEREAS, the 2020 federal decennial census data also identified changing demographics within the City Council districts; and

WHEREAS, it is necessary, desirable, and in the public interest, that the current City Council districts be further amended in order to achieve continuing conformity with the Constitution of the United States, Section 2 of the Voting Rights Act, and the laws of the State of Alabama; and

WHEREAS, the City Council has determined that the best interest and general welfare of the public as a whole will be served by the adoption of a plan which retains the City's seven (7) single- member districts, as required by state law, said districts to be those described in *Exhibit A: Legal descriptions of the new council districts*, and illustrated in *Exhibit B: Redistricting Plan City of Madison, Alabama*, and which divides the City's population, based upon the 2020 federal decennial census data as follows:

District	Total Population	% White	% Black	% Other	Voting Age Population	% White	% Black	% Other
1	7,800	68.5	12.2	19.3	5,497	68.2	12.9	18.9
2	7,871	69.8	10.8	19.4	5,344	71.7	11.2	17.0
3	7,769	58.6	24.3	17.1	6,054	62.5	22.6	14.9
4	8,193	60.1	18.1	21.8	5,578	61.4	18.6	20.0
5	8,539	78.2	7.9	13.9	6,570	79.9	7.9	12.2
6	8,413	69.6	12.4	18.0	6,390	71.7	12.1	16.1
7	8,385	60.8	18.8	20.5	6,070	63.0	18.6	18.4
Total	56,970	66.6	14.8	18.5	41,503	68.5	14.8	16.7

WHEREAS, the City Council has determined that the attached *Exhibit B: Redistricting Plan City of Madison, Alabama* is the best legislative plan available to continue conformity with the Constitution of the United States, Section 2 of the Voting Rights Act, the laws of the State of Alabama, and all other requirements of law applicable to this process.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Madison, Alabama, that the Current Districts, being a permanent plan, adopted by Ord. No. 2011-245, be and the same are hereby altered and further amended as follows:

1. The City of Madison is hereby divided into seven (7) City Council districts, said districts to be established as so described in this Ordinance, *Exhibit A: Legal descriptions of the new council districts* and *Exhibit B: Redistricting Plan City of Madison, Alabama*.
2. The Redistricting Plan shall not apply to any election held within six (6) months after the effective date of this Ordinance.
3. No new district boundary shall become effective until the next regular municipal election.
4. No term of any incumbent member of the Council shall be shortened because of the Redistricting Plan.
5. The Redistricting Plan shall be and remain in effect until publication of the regular 2030 decennial census and thereafter until action is taken to amend the same by either the Legislature of the State of Alabama or the City of Madison City Council acting in conformity with the Constitution of the United States, Section 2 of the Voting Rights Act, and the laws of the State of Alabama.

READ and ADOPTED this ____ day of October 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

City of Madison, Alabama

APPROVED this ____ day of October 2023.

Paul Finley, Mayor
City of Madison, Alabama

Legal Descriptions
Official City Council Districts
 City of Madison, Alabama
 October 17, 2023

District 1

Beginning at the intersection of the southern right-of-way of Hardiman Road and the center thread

of Russell Branch, said intersection being on the existing Corporate Limits of Madison,

Alabama, as of September 25, 2023, said intersection being the POINT OF BEGINNING.

thence leaving said existing Corporate Limits of Madison, Alabama, run easterly, southerly and

southeasterly along the center thread of Russell Branch to its intersection with the West

line of the Parcel identified as Parcel Number 17 06 13 0 000 013.05 (Plat Book 002002,

Page 018334) in the Office of the Tax Assessor of Limestone County, Alabama, as

accessed on the Limestone County Parcel Viewer as of September 25, 2023;

thence run northerly along the West line of said parcel to its intersection with the southwest corner

of the Parcel identified as Parcel Number 17 06 13 0 000 013.06 (Deed Book 579, Page

58) in the Office of the Tax Assessor of Limestone County, Alabama, said point being on

the existing Corporate Limits of Madison, Alabama as of September 25, 2023;

thence run northerly and continue along said existing Corporate Limits to its intersection with the

centerline of County Line Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of County Line Road to its intersection with the centerline of Mill Road;

thence run easterly along the centerline of Mill Road to its intersection with the center thread of Mill Creek;

thence run northerly and northeasterly along the center thread of Mill Creek to its intersection with the centerline of Browns Ferry Road;

thence run easterly along the centerline of Browns Ferry Road to its intersection with the centerline of Wall Triana Highway;

thence run northerly along the centerline of Wall Triana Highway to its intersection with the centerline of Bridgefield Road;

thence run westerly along the centerline of Bridgefield Road to its intersection with the center thread of an unnamed creek;

thence run southwesterly and northwesterly along the center thread of said unnamed creek to its intersection with the center thread of Mill Creek;

thence run northwesterly along the center thread of Mill Creek to its intersection with the center thread of an unnamed creek;

thence run northwesterly along the center thread of an unnamed creek to its intersection with the

Eastern right-of-way Balch Road, said intersection also being on the existing Corporate

Limits of Madison, Alabama, as of September 25, 2023;

thence run southerly and continue counterclockwise along the existing Corporate Limits of

Madison, Alabama, to its next intersection with the centerline of Balch Road, said

intersection being located north of Monument Drive;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the

centerline of Balch Road to its next intersection with the existing Corporate Limits of

Madison, Alabama, as of September 25, 2023;

thence run northerly and continue along said existing Corporate Limits of Madison, Alabama, to

its intersection with the centerline of Gillespie Road;

thence leaving said Corporate Limits of Madison, Alabama, run westerly along the centerline of

Gillespie Road to its intersection with the centerline of County Line Road;

thence run southerly along the centerline of County Line Road to its intersection with the centerline

of Crownridge Drive;

thence run westerly, northerly, northwesterly, and northerly along the centerline of Crownridge

Drive to its intersection with the centerline of Watterson Way;

thence run westerly and southerly along the centerline of Watterson Way to its intersection with

the centerline of Neyland Drive;

thence run westerly along the centerline of Neyland Drive to its intersection with the centerline of

Powell Road;

thence run westerly along the centerline of Powell Road to its intersection with the existing

Corporate Limits of Madison, Alabama, as of September 25, 2023;

thence run southerly and continue along said existing Corporate Limits of Madison, Alabama, to

its next intersection with the centerline of Long Meadow Road;

thence leaving said existing Corporate Limits of Madison, Alabama, run southerly, westerly,

northwesterly, and westerly along the centerline of Long Meadow Road to its westernmost

intersection with the existing Corporate Limits of Madison, Alabama, as of September 25,

2023;

thence run southeasterly and continue along said existing Corporate Limits of Madison, Alabama,

to its intersection with a point on the northwest corner of property identified as Parcel

Number 17 01 11 0 000 034.00 (Plat Book 1999, Page 3136) in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northeasterly along a line from the northwest corner of said property identified as Parcel Number 17 01 11 0 000 034.00 (Plat Book 1999, Page 3136) to the southwest corner of property identified as Parcel Number 17 01 11 0 000 004.000 (Plat Book 705, Page 926) in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023, said corner also being on the existing Corporate Limits of Madison, Alabama, as of September 25, 2023;

thence run northerly and continue along said existing Corporate Limits of Madison, Alabama, to its next intersection with the center line of Powell Road;

thence run westerly along said Corporate Limits of Madison, Alabama, to its intersection with the centerline of Bowers Road;

thence run southerly along said Corporate Limits of Madison, Alabama, to its intersection with the
southern right-of-way of Hardiman Road and the center thread of Russell Branch, said
intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County and Limestone County as of
September 25, 2023.

District 2

Beginning at the intersection of the westerly extension of the South right-of-way of Gooch Lane and the centerline of Balch Road, said intersection being on the existing Corporate Limits of Madison, Alabama, as of September 25, 2023, and also being the POINT OF BEGINNING;

thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly along the Balch Road to its intersection with the centerline of Tottenham Way;

thence run westerly along the centerline of Tottenham Way to its intersection with the centerline of Liverpool Drive;

thence run southerly along the centerline of Liverpool Drive to its intersection with the easterly extension of the center thread of an unnamed creek;

thence run westerly along the easterly extension of the center thread of said unnamed creek and continue along the center thread thereof to its intersection with the west boundary of Buckingham Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the west boundary of said Subdivision to the southwest corner of Lot

41 of Buckingham Subdivision, Phase 3, as described in the Office of the Judge of Probate

in Madison County, Alabama;

thence run northerly along the western boundary of said Subdivision to a point on the northeast

corner of Lot 112 Village at Walden Preserve Subdivision, as described in the Office of

the Judge of Probate in Madison County, Alabama;

thence run westerly along the north line of Lot 112 of said Subdivision and continue along the

westerly extension thereof to its intersection with the centerline of Equestrian Lane;

thence run northerly along the centerline of Equestrian Lane to its intersection with the easterly

extension of the northern boundary Lot 119 of The Village at Walden Preserve

Subdivision, as described in the Office of the Judge of Probate in Madison County,

Alabama;

thence run westerly along the easterly extension of the northern boundary Lot 119 of The Village

at Walden Preserve Subdivision and continue along the northern boundary of said

Subdivision to the Northeast corner of The Walden Preserve Subdivision Lot PRE A, as

described in the Office of the Judge of Probate in Madison County, Alabama;

thence run westerly along the northern boundary of said Lot to the Northwest corner thereof;

thence run southerly along the western boundary of said Lot and extension thereof to the centerline

of Gillespie Road;

thence run westerly along the centerline of Gillespie Road to its intersection with the centerline of

County Line Road;

thence run southerly along the centerline of County Line Road to its intersection with the centerline

of Crownridge Drive;

thence run westerly, northerly, northwesterly, and northerly along the centerline of Crownridge

Drive to its intersection with the centerline of Watterson Way;

thence run westerly and southerly along the centerline of Watterson Way to its intersection with

the centerline of Neyland Drive;

thence run westerly along the centerline of Neyland Drive to its intersection with the centerline of

Powell Road;

thence run westerly along the centerline of Powell Road to its intersection with the existing

Corporate Limits of Madison, Alabama, as of September 25, 2023;

thence run westerly and continue along said existing Corporate Limits of Madison, Alabama, to
its northernmost intersection with the centerline of Long Meadow Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly, westerly,
northwesterly, and westerly along the centerline of Long Meadow Road to its westernmost
intersection with the existing Corporate Limits of Madison, Alabama, as of September 25,
2023;

thence run northwesterly and continue along said existing Corporate Limits of Madison, Alabama,
to its intersection at a point of the northwest corner of property identified as Parcel Number
17 01 11 0 000 034.00 (Plat Book 1999, Page 3136) in the Office of the Tax Assessor of
Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of
September 25, 2023;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northeasterly along a
line from the northwest corner of said property identified as Parcel Number 17 01 11 0 000
034.00 (Plat Book 1999, Page 3136) to the southwest corner of property identified as Parcel
Number 17 01 11 0 000 004.00 (Plat Book 705, Page 926) in the Office of the Tax Assessor
of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of

September 25, 2023, said corner also being on the existing Corporate Limits of Madison,

Alabama as of September 25, 2023;

thence run easterly and continue along the existing Corporate Limits of Madison, Alabama, to a

point at its intersection with the centerline of Segers Road;

thence run southerly, westerly and northerly along the existing Corporate Limits of Madison,

Alabama, to a point at its next intersection with the centerline Powell Road;

thence run westerly and northerly along the existing Corporate Limits of Madison, Alabama, and

continue along the existing Corporate Limits of Madison, Alabama, to a point at its

intersection with the centerline of Bowers Road;

thence run southerly along the existing Corporate Limits of Madison, Alabama, to a point at its

next intersection with the centerline of Powell Road;

thence run westerly and continue along the existing Corporate Limits of Madison, Alabama, to its

intersection with the westerly extension of the South right-of-way of Gooch Lane and the

centerline of the Balch Road, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County and Limestone County as of

September 25, 2023.

District 3

Beginning at the easternmost intersection of the centerline of the Southern Railway and the existing Corporate Limits of Madison, Alabama, as of September 25, 2023, said intersection being the POINT OF BEGINNING.

thence leaving the said existing Corporate Limits of Madison, Alabama, run westerly and southwesterly along the centerline of Southern Railway to its intersection with the centerline of Hughes Road;

thence run northwesterly along the centerline of Hughes Road to its intersection with the centerline of Mill Road;

thence run westerly along the centerline of Mill Road to its intersection with the centerline of Westminster Way;

thence run northerly along the centerline of Westminster Way to its intersection with the centerline of Whisperwood Lane;

thence run westerly and northerly along the centerline of Whisperwood Way to its intersection with the centerline of Beaumont Road;

thence run westerly along the centerline of Beaumont Road to its intersection with the centerline
of Madison Point Place;

thence run southerly along the centerline of Madison Point Place to its intersection with the
centerline of Mill Road;

thence run easterly along the centerline of Mill Road to its intersection with the centerline of
Pension Row;

thence run southerly along the centerline of Pension Row to its intersection with the centerline of
Front Street;

thence run northeasterly along the centerline of Front Street to its intersection with the centerline
of Sullivan Street;

thence run southerly along the centerline of Sullivan Street to its intersection with the centerline
of Kyser Boulevard;

thence run westerly along the centerline of Kyser Boulevard to its intersection with the centerline
of Todd Drive;

thence run southerly and southeasterly along the centerline of Todd Drive to its intersection with
the centerline of Dawn Drive;

thence run southwesterly, southerly, and easterly along the centerline of Dawn Drive to its intersection with the centerline of Arrowhead Trail;

thence run southerly along the centerline of Arrowhead Trail to its intersection with the centerline of Royal Drive;

thence run westerly, southwesterly, and westerly along the centerline of Royal Drive to its intersection with the centerline of Westchester Drive;

thence run southerly and southeasterly along the centerline of Westchester Drive to its intersection with the centerline of Madison Boulevard;

thence run southwesterly along the centerline of Madison Boulevard to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run easterly and continue along the existing city limits to its easternmost intersection with the centerline of the Southern Railway, said intersection being the POINT OF BEGINNING

District 4

Beginning at the intersection of the southern right-of-way of Hardiman Road and the center thread of Russell Branch, said intersections being on the existing Corporate Limits of Madison, Alabama, as of September 25, 2023, said intersection being the POINT OF BEGINNING.

thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly, southerly and southeasterly along the center thread of Russell Branch to its intersection with the West line of the Parcel identified as Parcel Number 17 06 13 0 000 013.05 (Plat Book 002002, Page 018334) in the Office of the Tax Assessor of Limestone County, Alabama, as accessed on the Limestone County Parcel Viewer as of September 25, 2023;

thence run northerly along the West line of said parcel to its intersection with the southwest corner of the Parcel identified as Parcel Number 17 06 13 0 000 013.06 (Deed Book 579, Page 58) in the Office of the Tax Assessor of Limestone County, Alabama, said point being on the existing Corporate Limits of Madison, Alabama as of September 25, 2023;

thence run northerly and continue along said existing Corporate Limits to its intersection with the centerline of County Line Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run northerly along the centerline of County Line Road to its intersection with the centerline of Mill Road;

thence run easterly along the centerline of Mill Road to its intersection with the center thread of Mill Creek;

thence run northerly and northeasterly along the center thread of Mill Creek to its intersection with the centerline of Browns Ferry Road;

thence run easterly along the centerline of Browns Ferry Road to its intersection with the centerline of Sullivan Street;

thence run southerly along the centerline of Sullivan Street to its intersection with the centerline of Mill Road;

thence run westerly along the centerline of Mill Road to its intersection with the centerline of Westminster Way;

thence run northerly along the centerline of Westminster Way to its intersection with the centerline of Whisperwood Lane;

thence run westerly and northerly along the centerline of Whisperwood Way to its intersection with the centerline of Beaumont Road;

thence run westerly along the centerline of Beaumont Road to its intersection with the centerline
of Madison Point Place;

thence run southerly along the centerline of Madison Point Place to its intersection with the
centerline of Mill Road;

thence run easterly along the centerline of Mill Road to its intersection with the centerline of
Pension Row;

thence run southerly along the centerline of Pension Row to its intersection with the centerline of
Front Street;

thence run northeasterly along the centerline of Front Street to its intersection with the centerline
of Sullivan Street;

thence run southerly along the centerline of Sullivan Street to its intersection with the centerline
of Kyser Boulevard;

thence run westerly along the centerline of Kyser Boulevard to its intersection with the centerline
of Todd Drive;

thence run southerly and southeasterly along the centerline of Todd Drive to its intersection with
the centerline of Dawn Drive;

thence run southwesterly, southerly, and easterly along the centerline of Dawn Drive to its intersection with the centerline of Arrowhead Trail;

thence run southerly along the centerline of Arrowhead Trail to its intersection with the centerline of Royal Drive;

thence run westerly, southwesterly, and westerly along the centerline of Royal Drive to its intersection with the centerline of Westchester Drive;

thence run southerly and southeasterly along the centerline of Westchester Drive to its intersection with the centerline of Madison Boulevard;

thence run southwesterly along the centerline of Madison Boulevard to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run southwesterly and continue along the existing Corporate Limits of Madison, Alabama to its intersection of the center thread of Russell Branch, said intersection being the POINT

OF BEGINNING

Less and except all portions of unincorporated Madison County and Limestone County as of September 25, 2023.

District 5

Beginning at the northernmost intersection of the centerline of Wall Triana Highway and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;

thence leaving said existing Corporate Limits of Madison, Alabama, run southerly along the centerline of Wall Triana Highway to its intersection with the centerline of Wood Creek Drive;

thence run easterly, northeasterly, and easterly along the centerline of Wood Creek Drive to its intersection with the centerline of Long Creek Drive;

thence run southerly and easterly along the centerline of Long Creek Drive to its intersection with the centerline of Murry Drive;

thence run southerly, southwesterly, and southerly along the centerline of Murry Drive to its intersection with the centerline of Mountain View Lane;

thence run easterly along the centerline of Mountain View Lane to its intersection with the centerline of Water Oak Drive;

thence run southerly along the centerline of Water Oak Drive to its intersection with the easterly extension of the northern boundary of Lot 1 of Block 2 of Leathertree Estates Subdivision, as described in the office of the Judge of Probate in Madison County, Alabama;

thence run easterly along the easterly extension of the northern boundary Lot 1 of Block 2 of said Subdivision and continue along the northern boundary of said Subdivision to its intersection with the center thread of an unnamed creek;

thence run northerly and northeasterly along the center thread of said unnamed creek to its intersection with the centerline of Hughes Road;

thence run southerly along the centerline of Hughes Road to its intersection with the centerline of Dublin Circle;

thence run easterly and southerly along the centerline of Dublin Circle to its intersection with the westerly extension of the south line of property identified as Parcel Number 16 02 04 1 000 002.00 in the Office of the Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023;

thence run easterly along the westerly extension of the south line of said property and continue along the south line of said property to its intersection with the west line of Lot 1 of

Victoria, Subdivision Phase 3, described in the office of the Judge of Probate in Madison County, Alabama;

thence run northerly, easterly, southeasterly, and southerly along the boundary of said subdivision to its intersection with the east boundary of Lot 2 of Block 3 of Victoria, Subdivision Phase 2, as described in the office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the east boundary of said subdivision to its intersection with the east boundary of Lot 3 of Block 2 of Victoria Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the north boundary of Lot 3 of Block 1 of Mettawood Estates Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly and southerly along the boundary of said Subdivision and the southerly extension thereof to its intersection with the centerline of Eastview Drive;

thence run easterly along the centerline of Eastview Drive to its intersection with the center thread of an unnamed creek;

thence run southeasterly along the center thread of an unnamed creek to its intersection with the northwest boundary of Lot 2 of Block 1 of Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northeasterly along the northwest boundary of said Subdivision and the northeasterly extension thereof to its intersection with the centerline of Highland Drive;

thence run southerly along the centerline of Highland Drive to its intersection with the westerly extension of the southern right-of-way line of Inwood Trail;

thence run easterly along the westerly extension of the southern right-of-way line of Inwood Trail and then continue along the southern right-of-way line of Inwood Trail to its intersection with the southern boundary of Lot 1 of Block 3 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly along the southern boundary of Block 3 of said Subdivision to the eastern boundary of Lot 3 of Block 3 of said Subdivision;

thence run northerly along the eastern boundary of Lot 3 of Block 3 of said Subdivision and continue on the eastern boundary of Block 3 of said Subdivision to its intersection with the

south boundary of Lot 13 of Block 6 of Woodland Hills Subdivision 2nd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the eastern boundary of Block 6 of said Subdivision to its intersection with the southern boundary of Lot 13 of Block 9 of Woodland Hills Subdivision, 3rd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the eastern boundary of Block 9 of said Subdivision to its intersection the northwest corner of property identified as Parcel Number 16 01 02 0 003 010.00 in the Office of the Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023; said corner being on the existing Corporate Limits of Madison, Alabama, as of September 25, 2023;

thence run westerly and continue along the existing Corporate Limits of Madison, Alabama to its northernmost intersection with the centerline of the Wall Triana Highway, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County as of September 25, 2023.

District 6

Beginning at the easternmost intersection of the centerline of the Southern Railway and the existing Corporate Limits of Madison, Alabama, said intersection being the POINT OF BEGINNING;

thence leaving the said existing Corporate Limits of Madison, Alabama, run westerly and southwesterly along the centerline of Southern Railway to its intersection with the centerline of Hughes Road;

thence run northwesterly along the centerline of Hughes Road to its intersection with the centerline of Mill Road;

thence run westerly along the centerline of Mill Road to its intersection with the centerline of Sullivan Street;

thence run northerly along the centerline of Sullivan Street to its intersection with the centerline of Wall Triana Highway;

thence run northerly along the centerline of Wall Triana Highway to its intersection with the centerline of Bridgefield Road;

thence run westerly along the centerline of Bridgefield Road to its intersection with the center thread of an unnamed creek;

thence run southwesterly and northwesterly along the center thread of said unnamed creek to its intersection with the center thread of Mill Creek;

thence run northwesterly and northeasterly along the center thread of Mill Creek to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run easterly along the existing Corporate Limits of Madison, Alabama to its intersection with north line of The Reserve at Bridgefield Subdivision 4th Addition, as described in the Office of the Judge of the Probate in Madison County, Alabama;

thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly along the north line of said Subdivision and the easterly extension thereof to its intersection with the centerline of Wall Triana Highway;

thence run northerly along the centerline of Wall Triana Highway to its intersection with the centerline of Mountain View Lane;

thence run easterly along the centerline of Mountain View Lane to its intersection with the centerline of Water Oak Drive;

thence run southerly along the centerline of Water Oak Drive to its intersection with the easterly extension of the northern boundary of Lot 1 of Block 2 of Leathertree Estates Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly along the easterly extension of the northern boundary of said Subdivision and continue along the northern boundary of said Subdivision to its intersection with the center thread of an unnamed creek;

thence run northerly and northeasterly along the center thread of said unnamed creek to its intersection with the centerline of Hughes Road;

thence run southerly along the centerline of Hughes Road to its intersection with the centerline of Dublin Circle;

thence run easterly and southerly along the centerline of Dublin Circle to its intersection with westerly extension of the south line of property identified as Parcel Number 16 02 04 1 000 002.00 in the Office of the Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023;

thence run easterly along the westerly extension of the south line of said property and continue along the south line of said property to its intersection with the west line of Lot 1 of Victoria

Subdivision, Phase 3, described in the Office of the Judge of Probate in Madison County,
Alabama;

thence run northerly, easterly, southeasterly, and southerly along the boundary of said subdivision
to its intersection with the east boundary of Lot 2 of Block 3 of Victoria, Subdivision Phase
2, as described in the office of the Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the east
boundary of Lot 3 of Block 2 of Victoria Subdivision, as described in the Office of the
Judge of Probate in Madison County, Alabama;

thence run southerly along the boundary of said subdivision to its intersection with the north
boundary of Lot 3 of Block 1 of Mettawood Estates Subdivision, as described in the Office
of the Judge of Probate in Madison County, Alabama;

thence run easterly and southerly along the boundary of said Subdivision and the southerly
extension thereof to its intersection with the centerline of Eastview Drive;

thence run easterly along the centerline of Eastview Drive to its intersection with the center thread
of an unnamed creek;

thence run southeasterly along the center thread of an unnamed creek to its intersection with the northwest boundary of Lot 2 of Block 1 of Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northeasterly along the northwest boundary of said Subdivision and the northeasterly extension thereof to its intersection with the centerline of Highland Drive;

thence run southerly along the centerline of Highland Drive to its intersection with the westerly extension of the southern right-of-way line of Inwood Trail;

thence run easterly along the westerly extension of the southern right-of-way line of Inwood Trail and then continue along the southern right-of-way line of Inwood Trail to its intersection with the southern boundary of Lot 1 of Block 3 Woodland Hills Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run easterly along the southern boundary of Block 3 of said Subdivision to the eastern boundary of Lot 3 of Block 3 of said Subdivision;

thence run northerly along the eastern boundary of Lot 3 of Block 3 of said Subdivision and continue on the eastern boundary of Block 3 of said Subdivision to its intersection with the

south boundary of Lot 13 of Block 6 of Woodland Hills Subdivision 2nd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the eastern boundary of Block 6 of said Subdivision to its intersection with the southern boundary of Lot 13 of Block 9 of Woodland Hills Subdivision, 3rd Addition, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the boundary of Block 9 of said Subdivision to its intersection with the existing Corporate Limits of Madison, Alabama, said intersection also being the northwest corner of property identified as Parcel Number 16 01 02 0 003 010.00 in the Office of the Tax Assessor of Madison County, Alabama, as accessed on the Madison County Parcel Viewer as of September 25, 2023;

thence run northeasterly and continue along the existing Corporate Limits of Madison, Alabama, to its easternmost intersection with the centerline of the Southern Railway, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County as of September 25, 2023.

District 7

Beginning at the intersection of the westerly extension of the South right-of-way of Gooch Lane and the centerline of Balch Road, said intersection being on the existing Corporate Limits of Madison, Alabama, as of September 25, 2023, and also being the POINT OF BEGINNING;

thence run southerly along the Balch Road to its intersection with the centerline of Tottenham Way;

thence run westerly along the centerline of Tottenham Way to its intersection with the centerline of Liverpool Drive;

thence run southerly along the centerline of Liverpool Drive to its intersection with the easterly extension of the center thread of an unnamed creek;

thence run westerly the easterly extension of the center thread of said unnamed creek and continue along the centerline of said unnamed creek to its intersection with the west boundary of Buckingham Subdivision, as described in the Office of the Judge of Probate in Madison County, Alabama;

thence run northerly along the west boundary of said Subdivision to the southwest corner of Lot

41 of Buckingham Subdivision, Phase 3, as described in the Office of the Judge of Probate

in Madison County, Alabama;

thence run northerly along the west boundary of said Subdivision to a point on the northeast corner

of Lot 112 Village at Walden Preserve Subdivision, as described in the Office of the Judge

of Probate in Madison County, Alabama;

thence run westerly along the north line of Lot 112 of said Subdivision and continue along the

westerly extension thereof to its intersection with the centerline of Equestrian Lane;

thence run northerly along the centerline of Equestrian Lane to its intersection with the northern

boundary of Village at Walden Preserve Subdivision, as described in the Office of the

Judge of Probate in Madison County, Alabama;

thence run westerly along the northern boundary of said Subdivision to the Northeast corner of

The Walden Preserve Subdivision Lot PRE A, as described in the Office of the Judge of

Probate in Madison County, Alabama;

thence run westerly along the northern boundary of said Lot to the Northwest corner thereof;

thence run southerly along the western boundary of said Lot and extension thereof to the centerline
of Gillespie Road;

thence run easterly along the centerline of Gillespie Road to its intersection with the northerly
extension of the eastern boundary of the property described in Document
#20110407000191060, Dated April 7, 2011, in the Office of the Judge of Probate in
Madison County, Alabama, said an extension of the eastern boundary of said property
being on the existing corporate limits of the City of Madison, Alabama;

thence run southerly and continue along the existing corporate limits of the City of Madison,
Alabama, to its intersection with the centerline of Balch Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run southerly along the
centerline of Balch Road to its next intersection with the existing corporate limits of the
City of Madison, Alabama;

thence run southerly and continue along the existing corporate limits of the City of Madison,
Alabama, to its intersection with the center thread of an unnamed creek, said intersection
also being on the Eastern right-of-way of Balch Road;

thence leaving the said existing Corporate Limits of Madison, Alabama, run southeasterly along the center thread of said unnamed creek to its intersection with the center thread of Mill Creek;

thence run northeasterly along the center thread of Mill Creek to its intersection with the existing Corporate Limits of Madison, Alabama;

thence run easterly along the existing Corporate Limits of Madison, Alabama to its intersection with north line of The Reserve at Bridgefield Subdivision 4th Addition, as described in the Office of the Judge of the Probate in Madison County, Alabama;

thence leaving the said existing Corporate Limits of Madison, Alabama, run easterly along the north line of said Subdivision and the easterly extension thereof to its intersection with the centerline of Wall Triana Highway;

thence run northerly along the centerline of Wall Triana Highway to its intersection with the centerline of Mountain View Lane;

thence run easterly along the centerline of Mountain View Lane to its intersection with the centerline of Murry Drive;

thence run northerly along the centerline of Murry Drive to its intersection with the centerline of

Long Creek Drive;

thence run westerly and northerly along the centerline of Long Creek Drive to its intersection with

the centerline of Wood Creek Drive;

thence run westerly, southwesterly, and westerly along the centerline of Wood Creek Drive to its

intersection with the centerline of Wall Triana Highway;

thence run northerly along the centerline of Wall Triana Highway to its intersection with the

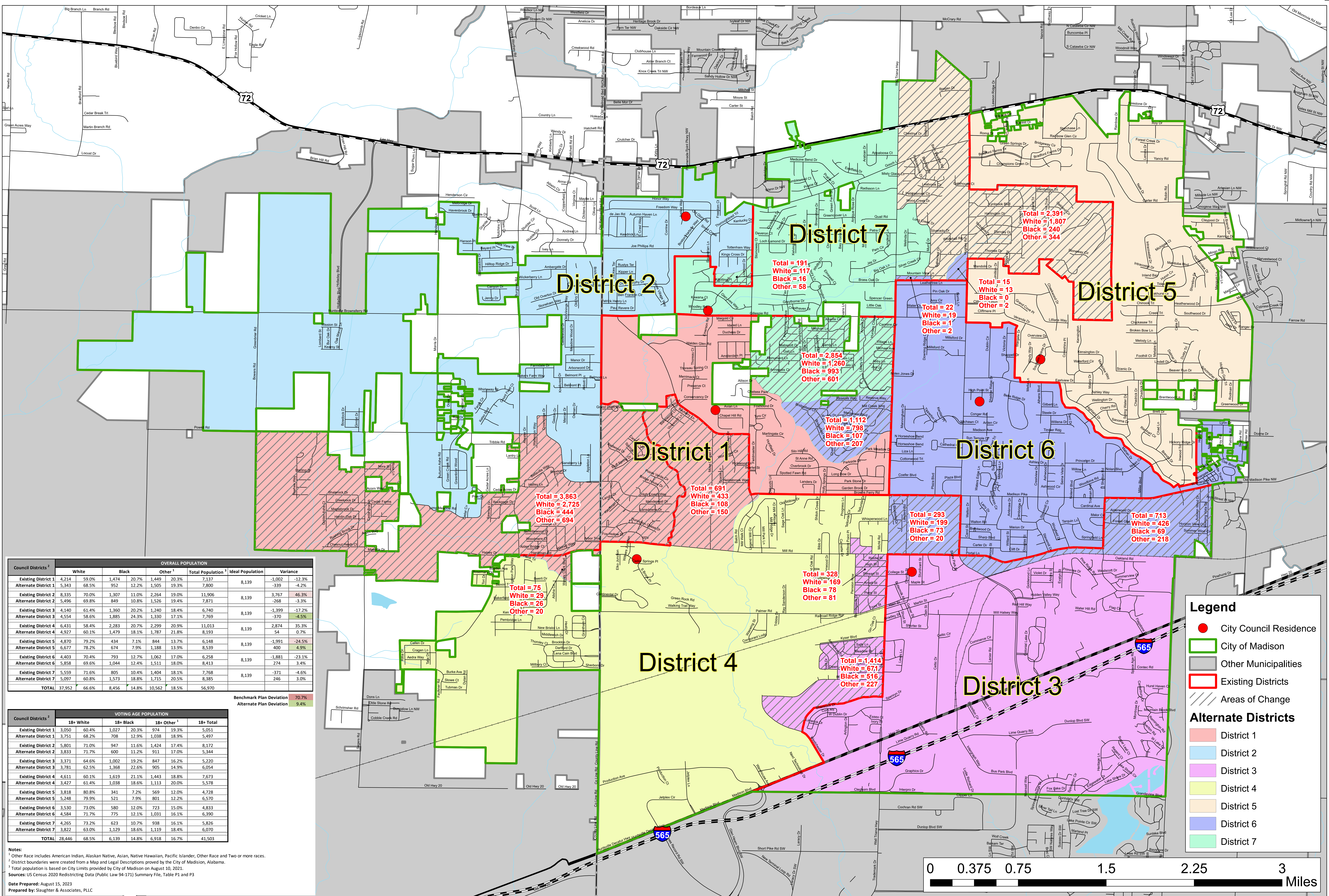
existing Corporate Limits of Madison, Alabama;

thence run westerly and continue along the existing Corporate Limits of Madison, Alabama, to a

point at the intersection of the westerly extension of the South right-of-way of Gooch Lane

and the centerline of the Balch Road, said intersection being the POINT OF BEGINNING

Less and except all portions of unincorporated Madison County as of September 25, 2023.



OVERALL POPULATION									
Council Districts ²	White	Black	Other ¹	Total Population ³	Ideal Population	Variance			
Existing District 1	4,214	59.0%	1,474	20.7%	1,449	20.3%	7,137	-1,002	-12.3%
Alternate District 1	5,343	68.5%	952	12.2%	1,505	19.3%	7,800	-339	-4.2%
Existing District 2	8,335	70.0%	1,307	11.0%	2,264	19.0%	11,906	3,767	46.3%
Alternate District 2	5,496	69.8%	849	10.8%	1,526	19.4%	7,871	-268	-3.3%
Existing District 3	4,140	61.4%	1,360	20.2%	1,240	18.4%	6,740	-1,399	-17.2%
Alternate District 3	4,554	58.6%	1,885	24.3%	1,330	17.1%	7,769	-370	-4.5%
Existing District 4	6,431	58.4%	2,283	20.7%	2,299	20.9%	11,013	2,874	35.3%
Alternate District 4	4,927	60.1%	1,479	18.1%	1,787	21.8%	8,193	54	0.7%
Existing District 5	4,870	79.2%	434	7.1%	844	13.7%	6,148	-1,991	-24.5%
Alternate District 5	6,677	78.2%	674	7.9%	1,188	13.9%	8,539	400	4.9%
Existing District 6	4,403	70.4%	793	12.7%	1,062	17.0%	6,258	-1,881	-23.1%
Alternate District 6	5,858	69.6%	1,044	12.4%	1,511	18.0%	8,413	274	3.4%
Existing District 7	5,559	71.6%	805	10.4%	1,404	18.1%	7,768	-371	-4.6%
Alternate District 7	5,097	60.8%	1,573	18.8%	1,715	20.5%	8,385	246	3.0%
TOTAL	37,952	66.6%	8,456	14.8%	10,562	18.5%	56,970		

Alternate Plan Deviation							9.4%
Council Districts ²	VOTING AGE POPULATION						
	18+ White	18+ Black	18+ Other ¹		18+ Total		
Existing District 1	3,050	60.4%	1,027	20.3%	974	19.3%	5,051
Alternate District 1	3,751	68.2%	708	12.9%	1,038	18.9%	5,497
Existing District 2	5,801	71.0%	947	11.6%	1,424	17.4%	8,172
Alternate District 2	3,833	71.7%	600	11.2%	911	17.0%	5,344
Existing District 3	3,371	64.6%	1,002	19.2%	847	16.2%	5,220
Alternate District 3	3,781	62.5%	1,368	22.6%	905	14.9%	6,054
Existing District 4	4,611	60.1%	1,619	21.1%	1,443	18.8%	7,673
Alternate District 4	3,427	61.4%	1,038	18.6%	1,113	20.0%	5,578
Existing District 5	3,818	80.8%	341	7.2%	569	12.0%	4,728
Alternate District 5	5,248	79.9%	521	7.9%	801	12.2%	6,570
Existing District 6	3,530	73.0%	580	12.0%	723	15.0%	4,833
Alternate District 6	4,584	71.7%	775	12.1%	1,031	16.1%	6,390
Existing District 7	4,265	73.2%	623	10.7%	938	16.1%	5,826
Alternate District 7	3,822	63.0%	1,129	18.6%	1,119	18.4%	6,070
TOTAL	28,446	68.5%	6,139	14.8%	6,918	16.7%	41,503

Notes:
¹ Other race includes American Indian, Alaskan Native, Asian, Native Hawaiian, Pacific Islander, Other Race and Two or more races.
² District boundaries were created from a Map and Legal Descriptions provided by the City of Madison, Alabama.
³ Total population is based on City Limits provided by City of Madison on August 10, 2021.
Sources: US Census 2020 Redistricting Data (Public Law 94-171) Summary File, Table P1 and P3
Date Prepared: August 15, 2023
Prepared by: Slaughter & Associates, PLLC



SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS

POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

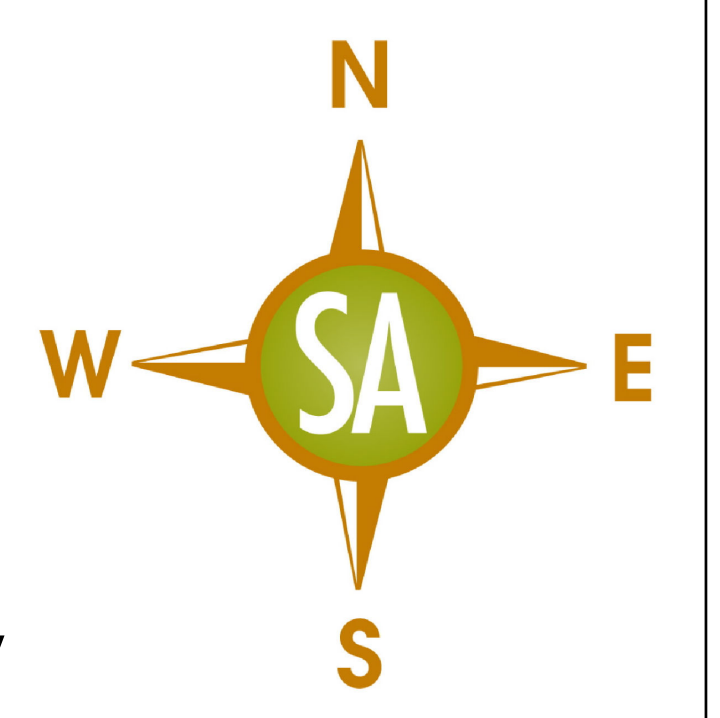
Preliminary Redistricting Plan Three

Election Districts (Council Districts)

City of Madison, Alabama

Source(s):
Mississippi Automated Resource Information System (MARIS); US Census Bureau 2020 Redistricting Data (Public Law 94-171) Summary File, Table P1 and P3; US Census Bureau 2020 TIGER Line Files; City of Madison, Alabama

Note: This map is accurate for planning purposes only
Date: August 15, 2023



RESOLUTION NO. 2023-346-R

**A RESOLUTION AUTHORIZING AN AGREEMENT FOR
INSTALLATION OF CRICKET FIELD**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with Amit Kalra, for the installation of a cricket field, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Installation 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; and

BE IT FURTHER RESOLVED, that Mr. Kalra expects no compensation for the installation of the cricket field and shall remove any portion of the field installed upon thirty (30) days' notice from the City.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 23rd day of October 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 October 2023.

Paul Finley, Mayor
City of Madison, Alabama

INSTALLATION AGREEMENT

THIS AGREEMENT for the installation of a cricket field at Palmer Park Field No. 7 (herein "the Field") 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 Amit Kalra.

WITNESS TO:

WHEREAS, Amit Kalra is a trained engineer and is an enthusiast of Cricket; and

WHEREAS, Amit Kalra has requested that the City allocate a portion of the Palmer Park for him and his associates to install a cricket field; and

WHEREAS, Mr. Kalra requests no compensation for him or his associates' time in designing and installing the cricket field; and

WHEREAS, Kory Alfred, Recreations Director, has discussed the location and plans for the Field with Mr. Karla and Mr. Alred is satisfied the proposed installation plan for the Field is a professionally designed plan; and

WHEREAS, the best interests of the City and its residents will be served by allowing the installation of the Field; and

WHEREAS, the City reserves the right to remove the installation at any time with thirty (30) days' notice to Mr. Kalra that the City seeks to have the Field removed.

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, Mr. Kalra will provide the following services to City with no expectation of reimbursement for time or materials: installation of synthetic turf of approximately 6 ft x 80 patch, clear/compact and lay down 1-2 inches of concrete to level the allocated Field, install wickets and make appropriate markings for a cricket field.
- B. The City agrees to remove two trees on the designated Field; provide a net to be placed along Palmer Road with an estimated width of 120 feet; fill various holes with sand; and keep the Field mowed on the same schedule as nearby fields.
- C. Mr. Kalra shall furnish all supplies, materials, machinery, equipment, and means,

except as otherwise expressly specified herein, necessary or proper to carry out the installation of the Field.

- D. Mr. Kalra and his associates shall be responsible for all clean up, removal of excess materials, removal of tools, and/or any trash created during the installation process each day that Mr. Kalra and his associates endeavor to install the Field.

SECTION 2: CITY INSPECTION

- A. The City's allocation of Palmer Park Field No. 7 for a cricket field is entirely contingent on Mr. Kalra completing the Field within those specifications and installation plans approved by the Director of Recreation. Should Mr. Kalra alter, amend and/or change his plans for the installation of the Field, the City reserves the right to withdraw its allocation of Palmer Park Field No. 7 for any such change to the installation plans.
- B. The City shall have the right to periodically inspect the installation and confer with Mr. Kalra on any issues that the City deems as being a safety and/or aesthetic issue with the Field. The City shall make its best efforts to communicate any needs to cure such safety and/or aesthetic issues; however, Mr. Kalra agrees that the City has final approval on whether the installation is an acceptable installation for Palmer Park Field No. 7.

SECTION 3: 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.

SECTION 4: 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, Mr. Kalra shall remove the turf and recover any and all items purchased and installed by Mr. Kalra that have been affixed to the Field. The City shall retain control over any items affixed to the Field by the City and/or other items purchased or allocated by the City for the Field. Both parties shall remove such items and/or fixtures within the thirty (30) days' notice period.

SECTION 5: 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 Mr. Kalra and his associates are not nor shall be deemed to be employees of the City.

SECTION 6: INDEMNIFICATION

Mr. Kalra agrees to indemnify the City and hold the City harmless from any and all claims, either currently know to the parties or unknown to the parties, that may arise from the installation of the Field.

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 Mr. Kalra nor the 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 Mr. Kalra and the 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 Mr. Amit Kalra shall be addressed to:

*Amit Kalra
103 Legend Mill Cir
Madison, AL, 35758*

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. Mr. Kalra 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

Amit Kalra

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that _____ signed the foregoing instrument, and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily.

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

Notary Public

RESOLUTION NO. 2023-348-R**RESOLUTION TO AWARD BID FOR
HEXAGON BALLFIELD FENCING**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for the construction of fencing for pickleball fields adjacent to Building 23A; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project No. 2023-009 Invitation to Bid were opened and read on or about October 18, 2023, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after review and consideration of all Bids submitted, City staff have informed the City Council that **Howell Fencing** have submitted a Bid for the Project, and this bidder is the lowest responsible and responsive Bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent as well as confirmation by the City of the Bid's Invitation to Bid, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **Howell Fencing** on behalf of the City;

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

SECTION 1. That the City of Madison, Alabama, as the awarding authority, does hereby certify that, to the best of its knowledge, information, and belief, this Bid was let, and the Contract will be executed in compliance with the applicable provisions of Title 39 of the *Code of Alabama* and all other applicable provisions of law.

SECTION 2. That award of this Project is hereby made to **Howell Fencing** as the lowest responsible, responsive bidder in the Bid amount of two hundred thirty-one thousand six hundred eighty-one dollars and eighty-one cents (\$231,681.84), such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **Howell Fencing** of the City's intent to make such aware and are also authorized to proceed

with review, completion and submittal of all contractual matters required by those plans and specifications agreed upon.

SECTION 4: That this award is conditioned upon **Howell Fencing** completing and submitting to the City such documents, information and items related thereto which are required to establish that the Bid fulfills the specifications contained in the Invitation to Bid, Title 39 and the Contract contemplated therein.

SECTION 5. That upon request and notification from the appropriate City representatives that the Bidder has complied with such requirements, the Mayor shall be, and he is hereby, authorized and directed to execute a contract on behalf of the City of Madison, Alabama with **Howell Fencing** for execution of the Project for the amount set fourth in Section 2 and that the City Clerk-Treasurer shall be, and she is hereby, authorized to attest the same.

SECTION 6: That upon request and notification from the appropriate department that the terms of the Contract preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to **Howell Fencing** in the amount(s) and manner set forth in the Contract authorized by passage of this resolution.

READ, PASSED AND ADOPTED this 23rd day of October 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 October 2023.

Paul Finley, Mayor
City of Madison, Alabama



2023-009-ITB / Hexagon Ballfield Fence Installation
Issued September 27, 2023

BID TABULATION

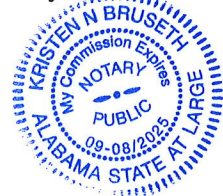
BIDDER NAME	Howell Fencing	Randy Bratton Builders
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y
BID BOND	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y
CERTIFICATE OF INSURANCE	Y	Y
E-VERIFY ENROLLMENT	Y	Y
BASE BID – OPTION 1	\$231,681.84	\$415,500.00
BASE BID – OPTION 2	\$219,068.52	\$398,500.00

I hereby certify that this is a true and accurate tabulation of all bids received on the above-referenced project.

Alicia Walden
Alicia Walden
Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 18th day of October, 2023.

Kristen N Bruseh
Notary Public



City of Madison, Alabama
Bid Number: 2023-009-ITB
Project Title: Hexagon Ballfield Fence Installation
Issued: September 27, 2023



BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Howell Fencing

Business Address: 1410 Alvarez Dr.

Saraland, Al 36571

Business Phone: 251-656-5274 Company's E-mail: Grantwhowell@gmail.com

Authorized Representative: Grant Howell

Title: Owner

Representative Phone: 251-656-5274 (work) _____ (cell) _____

Representative's Email Address(es): Grantwhowell@gmail.com

B. BIDDER'S LICENSE INFORMATION: See Section 9(a) of Bid Packet.

License Class & Bid Limit: Unlimited

Alabama General Contractor No.: 56583

Alabama General Contractor Specialty: Fencing

Alabama General Contractor License Major Categories:

(1) _____

(2) _____

**COPY OF BIDDER'S GENERAL CONTRACTOR LICENSE MUST ACCOMPANY THIS BID SUBMISSION,
OR IT WILL BE REJECTED.**

C. ADDENDA

Bidder hereby acknowledges receipt of each following Addendum: No(s). 1, 2, _____, _____, _____, _____
(Bidder shall insert number of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract,
and the Bidder further agrees that this Bid includes all impacts and costs resulting from said Addenda.

D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

Bidder acknowledges that the City is a tax-exempt entity.

E. BID GUARANTY

Attached hereto is a **BID BOND** CASHIER'S CHECK (circle one) issued by Wells Fargo in the
amount of \$ 10,000 as full satisfaction of the Bid Guaranty requirement contained in the Invitation
to Bid.

City of Madison, Alabama
Bid Number: 2023-009-ITB
Project Title: Hexagon Ballfield Fence Installation
Issued: September 27, 2023



F. BIDDER'S DECLARATION AND UNDERSTANDING

Bidder has exercised his own judgment regarding the interpretation of any information or data used in arriving at his conclusions which led to the submission of this Bid. Bidder shall be fully responsible for any damages or liability arising out of his or any subcontractor's pre-bid investigations. Bidder further declares that he has carefully examined the draft contract for the Work and has checked and verified the completeness of the Contract; that he has personally inspected the drawings and specifications included in the bid packet; and that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the Work, quantities of equipment and materials, as included herein, are brief and are intended only to indicate the general nature of the Work and the Project. Bidder also declares that this Bid is made according to the provisions and terms of the Contract contained in the ITB, the terms of the same being hereby made a part of this Bid.

Bidder declares that he understands and agrees that any quantities inferred from the Advertisement for Invitation to Bid and in the Bid Packet are approximate only and are subject to either increase or decrease; and, that should quantities be decreased, he further understands and agrees that payment will be made on actual quantities installed at the bid item prices, and he states that he will make no claim for anticipated profits for any decreases in the quantities. It is understood and acknowledged that actual quantities will be determined upon completion of the Work.

G. CONTRACT COMPLETION TIME

Bidder agrees to begin the Work on the date stated in the Notice to Proceed and to fully complete each assignment in all respects, subject to the timeframes established by the City Representative, and subject to Change Orders and any other lawful adjustments made to the Contract.

H. PERFORMANCE OF WORK

In the event subcontracting of any portion of the Work is contemplated by Bidder, for each subcontractor Bidder shall provide with his Bid Submittal the name and address of the subcontractor and a description of the portion of the Work to be performed.

IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this _____ day of _____, 2023.

Grant Howell - Howell Fencing

Legal Name of Bidder/Company

By: Grant Howell

Its: Owner

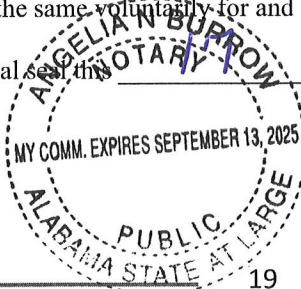
Date: 10/17/23

STATE OF Alabama §

COUNTY OF Mobile §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Grant Howell, whose name as owner of Howell Fencing is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

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



Angelia N Burrow
Notary Public

City of Madison, Alabama
 Bid Number: 2023-009-ITB
 Project Title: Hexagon Ballfield Fence Installation
 Issued: September 27, 2023



BIDDER PRICING SHEET

BIDDER NAME: Howell Fencing
ADDRESS: 1410 Alvarez Dr.
CITY/STATE/ZIP: Saraland, AL 36571

Total Base Bid with Option 1: \$ 231,681.84
 Four (4) 8" black poles will be used to connect the foul ball netting.

Total Base Bid with Option 2: \$ 219,068.52
 Two (2) 8" black poles will be used to connect the foul ball netting.

I, Grant Howell, as Owner
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

10/17/23
 Date

Grant Howell
 Signature of Authorized Representative

City of Madison, Alabama
 Bid Number: 2023-009-ITB
 Project Title: Hexagon Ballfield Fence Installation
 Issued: September 27, 2023



IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Howell Fencing
ADDRESS: 1410 Alvarez Dr.
CITY/STATE/ZIP: Saraland, Al

By signing below, I, the undersigned, as an authorized representative of the above-named company, hereby affirm that, for the duration of the term of service provided to the City as a result of the Bid submitted in response to the above-cited Invitation, I will not violate state or federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, I hereby acknowledge that if I am the successful Bidder selected to provide the goods and services set forth in the Bid and I am (or the below-named company is) found to be in violation of any state or federal immigration law, such action shall be deemed a breach of contract and shall impose complete and full responsibility on said company for all damages resulting therefrom, to the extent allowed by applicable law.

I hereby attach E-verify MOU as proof of Bidder's enrollment in E-Verify.

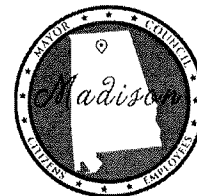
I, Grant Howell, as Owner
 for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Date

10/17/23

Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2023-009-ITB
Project Title: Hexagon Ballfield Fence Installation
Issued: September 27, 2023



DISCLOSURE STATEMENT

BIDDER NAME: Howell Fencing

ADDRESS: 1410 Alvarez Dr.

CITY/STATE/ZIP: Saraland, AL 36571

In accordance with Ala. Code §§ 36-25-11 and 36-25-14 (1975), the City of Madison, Alabama, requires each Bidder to provide the following information in anticipation of a bid award. Completion of this Disclosure Statement will not affect evaluation of your Bid except to the extent that your failure to disclose truthful answers may result in elimination of your Bid from evaluation.

1. Do you or any owner, officer, director, trustee, consultant, employee, or holder of more than five percent (5%) of the fair market value of your business entity share a household with any employee, elected official, or appointed official of the City of Madison, Alabama, such that the City employee or official will benefit from this Contract?
- Yes X No

If yes, please provide the name and position of the individual associated with your business, the name of the City employee/official, their relationship and the nature of the benefit.

2. Do you understand and acknowledge that:
- a. unless exempt pursuant to Alabama competitive bid laws or otherwise permitted by law, no public official or public employee, or a member of the household of the public employee or the public official, and no business with which the person is associated shall enter into any contract to provide goods or services which is to be paid in whole or in part out of municipal funds unless the contract has been awarded through a process of competitive bidding and a copy of the contract is filed with the Alabama State Ethics Commission;
 - b. all such contract awards shall be made as a result of original bid takings, and no awards from negotiations after bidding shall be allowed; and
 - c. a copy of each contract, regardless of the amount, entered into by a public official, public employee, a member of the household of the public employee or the public official, and any business with which the person is associated shall be filed with the commission within ten (10) days after the contract has been entered into? X Yes No

I, Grant Howell, as Owner
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Date

10/17/23

Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2023-009-ITB
Project Title: Hexagon Ballfield Fence Installation
Issued: September 27, 2023



STATEMENT OF NON-COLLUSION

BIDDER NAME: Howell Fencing

ADDRESS: 1410 Alvarez Dr.

CITY/STATE/ZIP: Saraland, AL 36571

On behalf of myself and the above-named Bidder, I hereby declare and aver that there has been no agreement or collusion by Bidder with any other Bidder or prospective Bidder to propose a fixed price or to refrain from submitting a Bid or to act in any similar way that would render my Bid void. I further acknowledge that any such action will result in the disqualification of all involved parties from submitting bids or proposals to the City of Madison, Alabama, on any future purchases. I further declare that I understand that the knowing and intentional participation in a collusive agreement involving a purchase exceeding fifty thousand dollars (\$50,000.00) is a Class C felony. *See Ala. Code § 39-2-2(c) (1975).*

Additionally, I hereby state that the only persons or parties interested in this submitted Bid are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Bid is made without any connection or collusion with any person submitting another Bid in Response to this Invitation To Bid as stated above.

I, Grant Howell, as Owner
for the above-named entity, hereby state that the above information is true and correct to the best of my knowledge and belief and that I understand and acknowledge that this completed form will be available for public inspection as a public record upon request.

Date

10/17/23

Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2023-009-ITB
Project Title: Hexagon Ballfield Fence Installation
Issued: September 27, 2023



REFERENCES FORM

BIDDER NAME: Howell Fencing

ADDRESS: 1410 Alvarez Dr.

CITY/STATE/ZIP: Saraland, Al 36571

1. Does the City have concurrence from the Bidder to contact any and all references included?
☒ Yes ☐ No
2. Supply names, addresses, and telephone numbers of three (3) customer references for whom your company has provided services similar to those requested by the City.

a. Customer Name: German Garcia

Address: 7695 Gun Hill Place

Phone Number: 251-518-6245

Contact Person: German Garcia

Contact's Email: germangarcia0180@gmail.com

Project Details: Concrete and Netting

b. Customer Name: Covenant Christian School

Address: 17150 Hitt Road Mobile, Al 36695

Phone Number: 251-633-8055

Contact Person: Timothy Howard

Contact's Email: thoward@covenantsschool.com

Project Details: Commercial Projects

c. Customer Name: Mosley Building Systems

Address: 7245 Arden Road, Chunchula, Al 36521

Phone Number: 251-675-4411

Contact Person: Jason Mosely

Contact's Email: jmosley@mosleybuildingsystems.com

Project Details: Commercial Projects



Company ID Number: 1725529

Approved by:

Employer Howell Fencing	
Name (Please Type or Print) Grant W Howell	Title
Signature Electronically Signed	Date 08/10/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/10/2021



Company ID Number: 1725529

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Howell Fencing
Company Facility Address	1410 Alvarez Dr Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	814270697
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 1725529

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



Company ID Number: 1725529

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Grant W Howell
Phone Number 2516565274
Fax
Email grantwhowell@gmail.com

Company ID Number: 1725529

This list represents the first 20 Program Administrators listed for this company.

STATE OF ALABAMA

BID LIMIT U

AMOUNT UNLIMITED



LICENSE NO 56583

TYPE RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HOWELL FENCING

SARALAND, AL 36571

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SC: FENCING

until August 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala

16th day of October, 2023

Michael B. Tate

SECRETARY TREASURER

Charles W. Wade

CHAIRMAN

200105



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/11/2023

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER	
		PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
		E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935	
INSURER B: FEDERATED SERVICE INSURANCE COMPANY		28304	
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: 0	REVISION NUMBER: 0
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	6140192	02/17/2023	02/17/2024	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS - COMP/OP AGG
B	AUTOMOBILE LIABILITY	N	N	6140193	02/17/2023	02/17/2024	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED RETENTION						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A	N	1813754	02/17/2023	02/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

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

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER

A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	0 0
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Nicholas R. Zewer</i>	

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Exhibit B
City of Madison, Alabama
INVITATION TO BID
#2023-009-ITB | Hexagon Ballpark Fence Installation
Issued September 27, 2023

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between **Howell Fencing** hereinafter “Contractor,” and the City of Madison, Alabama, a Municipal Corporation, hereinafter “City” or “Owner.”

W-I-T-N-E-S-S-E-T-H:

In consideration of the mutual agreements and provisions contained in this Agreement, the Contractor and the City agree in regard to a public works project (hereinafter the "Project") as described in the Invitation to Bid.

The Contractor shall construct the Base Bid for the Project as well as furnish at its own cost and expense all labor, tools, equipment, materials, and transportation as are required to be furnished by the Contractor, and shall perform the work in the manner and form required to construct the Project as it is more specifically described in this Agreement and as provided by the plans, specifications, and documents, all of which are incorporated into this Agreement by reference, and all addenda together with all plans and drawings on file in the City of Madison Legal Department and the City of Madison Parks and Recreation Department.

ARTICLE I. GENERALLY

A. Contract. As used throughout these documents, the term "Contract" means and includes all of the following documents regarding this ITB: Advertisement for Bids, each issued Addendum, any Instructions to Bidders, the submitted Bid, all General Specifications, any Detail Specifications, Supplemental and Special Conditions (if attached), together with this Agreement and any modifications, including Change Orders, if made, and the drawings, plans, and profiles now on file with the City Attorney and City Representative, as well as all guaranties and sureties posted by Bidder/Contractor in connection with this Contract and all insurance certificates.

All documents listed in this section are adopted by this reference and constitute a part of this Agreement to the same extent as if each were set out in full.

B. Independent Contractor. City and Contractor hereby state that it is the express mutual intent of the parties that an independent contractor relationship be, and hereby is, established under the terms and conditions of this Agreement. Both parties further mutually understand and agree that employees of the Contractor are not nor shall they be deemed employees of the City and that employees of the City are not nor shall they be deemed employees of the Contractor. In no event shall the Contractor attempt to commit, promise, or obligate the name or resources of the City in any manner whatsoever.

C. Order of Precedence. Where more than one document relates to the same matter, if both can be given reasonable effect both are to be retained. In the event of conflict, the City Representative shall determine which document, term, or specification governs.

Exhibit B

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.
2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or Change Order, in writing, properly executed by the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, successors, and assigns.
4. Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.
5. Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.
8. Ownership of Contract: The Contract, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City, the City Representative, or the City Attorney. Such user shall hold the City and its employees, agents, and officials harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption entitles the City to further compensation at rates comparable to those paid for similar work by licensed professionals.

E. Rules of Construction. For the purposes of this Contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section,

Exhibit B

and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.

3. The terms “include,” “including,” and similar terms are construed as if followed by the phrase, “without being limited to”.
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.
5. No inference in favor of or against any party shall be drawn from the fact that such party or such party’s counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

F. Coordination of Plans, Specifications. The specifications, plans, drawings, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. Should any portions of the plans, specifications, or drawings be obscure or in dispute, they shall be referred to the City Representative, and he shall decide the true meaning and intent. The City Representative shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.

G. Taxes and Charges. Subject to Contractor’s application for and receipt of a Certificate of Sales and Use Tax Exemption from the State of Alabama, Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state, or federal, and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever, which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to *Ala. Code* §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales, or uses taxes incurred as a result of an increase in the rate of such taxes imposed during performance of the Contract, measured from the time Contractor submitted the successful Bid until completion of the Contract.

H. Shop Drawings and Submittals. The Contractor shall submit to the City Representative any requested shop drawings, samples, and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications. The Contractor shall pay for, or the cost may be withheld from payments to the Contractor for, no more than two (2) reviews of the shop drawings, samples, submittals, or similar element of work by the City Representative.

I. Alabama Immigration Law. By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found

Exhibit B

to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the “Immigration Law Compliance Statement” which is included in the Invitation to Bid. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), *et seq.*

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

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth in Contractor's accepted Bid, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **two hundred thirty-one thousand six hundred eighty-one dollars and eighty-one cents (\$231,681.84).**

B. Estimated Quantities and Unit Prices. If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Bid are unit prices. The estimated quantities as stated in the Bid and as indicated on the plans are approximate only; are subject either to increase or decrease; and are only for the purpose of comparing on a uniform basis the Bids offered for the Project under this Contract. Contractor further agrees that, should the quantities of any of the items of the work be increased, it will perform the additional work at the unit prices set out in the Bid and that, should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

C. Overtime Work by Contractor. If the Contractor, for his convenience and at his own expense, should desire to carry on his work outside the hours of 7:00am to 7:00pm local time, Monday through Friday, he shall submit written notice to the City Representative and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than twenty-four (24) hours before such overtime work is started. The Contractor must obtain, through the City Representative, the City's approval for work outside the specified hours or on Saturdays, Sundays, or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

In general, the City's Inspectors are subject to being present at all times that the Contractor is working. Therefore, if the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's Inspector's salary and reimbursable expenses for each hour of overtime incurred by the City's Inspector as a result of Contractor's performance outside the hours set forth above. Overtime shall be rounded up to the nearest whole hour. This amount shall include the Inspector's salary at his overtime rate and the labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay, and his vehicle and equipment. Payment to the City shall be made by an equal deduction from the amount due on a subsequent invoice submitted by Contractor for payment.

Exhibit B

D. Payments to Contractor, Retainage. City shall make partial payments to Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted, or defective work. In making partial payments to the Contractor, there shall be retained five percent (5%) of the estimated amount of work done and of the estimated value of materials stored on the site or suitably stored and insured off-site. Contractor may apply for payment for work performed by submitting to the City Representative an application for payment showing the status of the Contract sum to date, including the total dollar amount of the Project completed to date; the amount of retainage (if any); the total of previous payments; a summary of Change Orders; and the amount of current payment requested. If properly completed and acceptable to the City Representative, he shall affix his signature and certify to the City that payment in the amount indicated is due to Contractor. However, if, upon inspection of the Work performed, the City Representative finds that the payment requested is not appropriate given the Work completed, the City Representative may certify an amount different than the amount applied for and provide an explanation therefor.

Once fifty percent (50%) of a Project has been satisfactorily completed, no further retainage will be withheld. Retainage shall be held until final completion and acceptance of all Work covered by the Contract unless escrow or deposit arrangements are agreed to by the City. When maintenance periods are included in the Contract covering highways, bridges, or similar structures, such period shall be considered a component part of the Contract and retainage will be held until the expiration of such periods.

At the conclusion of the Project and upon Contractor's completion of the Project, Contractor shall present a verified application for payment. On completion and acceptance of each separately identifiable portion of the Project for which a separate price has been stated in the Contract or which can be separately ascertained, payment may be made in full including retainage but less deductions.

All materials and work covered by partial payments as provided for in this Agreement shall become the sole property of the City, but the Contractor shall maintain the sole responsibility for the care and protection of materials and Work upon which payments have been made and for the restoration of any damaged Work.

The City may also withhold from time to time from payment to the Contractor in such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or City Representative's observers or inspectors for Contractor's overtime as provided in this Agreement, or for engineering or design services associated with Contractor-initiated Change Orders or submittals in excess of that permitted in this Agreement. The Contractor hereby authorizes the City, as its limited agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

- a. Defective work.
- b. Evidence indicating probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor or its subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs, and supplies.
- d. Damage to another contractor under separate contract with the City.

Exhibit B

e. Assessment of liquidated damages.

In the absence of same, applications for payment will be verified by the City Representative and/or approved for amounts not previously verified and approved because of their presence.

At any time during the term of this Contract or any extensions thereof, Contractor shall not attempt to withdraw, without the express written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof pursuant to *Ala. Code* §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance, or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not withdraw, attempt to withdraw, or in any manner whatsoever endeavor to withdraw such retained amounts.

E. Differing Site Conditions. If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of an unusual nature are disclosed which differ materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the City Representative in writing regarding such conditions but in no event later than twenty-four (24) hours after discovery of such conditions by the Contractor.

Upon such notice, or upon observation of such conditions, the City Representative will promptly make such changes in the plans and/or specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders as set forth in this Agreement.

F. Change Orders. The City may approve Change Orders if one or more of the following conditions apply:

1. Minor changes for a total monetary amount less than that required for competitive bidding.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.
4. Changes provided for in the original bidding and original Contract as alternates.
5. Changes of items not contemplated or foreseen when the plans and specifications were prepared and the Project was advertised, which are in the public interest, and which generally do not exceed ten percent (10%) of the Contract Price, subject to Alabama Bid Law exceptions.

The Contractor is expected to complete the Project as bid and specified within the financial parameters stated in the ITB. However, if it shall be determined that a Change Order condition exists during the performance of the Contract, the Contractor shall promptly notify in writing the City Representative and shall not implement such change until having received necessary City approvals. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in the Contract sum; (2) an extension of the Contract time; or (3) a material change in the Contract scope of services, then the City Representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written Change Order.

In the event the Change Order requested by the Contractor involves (1) an increase in the Contract sum or construction bid price, (2) extension of the Contract time, or (3) a material change in the Contractor's scope of work or services, then the Contractor shall request a Change Order in writing and present the same to the City Representative and City Attorney who both shall determine whether this is a Change Order which can be allowed

Exhibit B

and, if so, what exception it would fall under. The City Representative shall then document the same, attach the same to the Contractor's request for a Change Order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute Change Orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a Change Order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

G. Construction Schedule and Periodic Estimates. After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within sixty (60) days.

B. Delay. Contractor may be entitled to a reasonable extension of time, as determined by the City, in which to complete the Project if he is delayed at any time in the progress of the Work by any of the following causes:

1. Fires, abnormal floods, tornadoes, or other cataclysmic phenomena of nature.
2. Strikes, embargoes, lockouts, war, acts of public enemy.
3. Properly authorized and approved Change Orders.
4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
5. Causes shown by Contractor to be beyond its control.

In the event one of the above-cited circumstances results in Contractor's delay, Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for in this Agreement. The City expressly disclaims any liability to Contractor for any cost, expense, or damage caused by other contractors, subcontractors, or suppliers, including those engaged by the City. The City will not be liable for damages or costs to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

C. Extensions of Time. All written requests for extensions of time must be submitted to the City Representative within five (5) calendar days after the occurrence of the cause for delay. The City Representative shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a Change Order.

Exhibit B

For Change Orders requesting extensions of time due to rain, wind, flood, or any other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last three (3) years with averages showing means and statistical deviations from mean averages to support request for extension. No extension shall be made for delays due to rain, wind, flood, or any other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are requested and which, in the opinion of the City Representative, will require additional time for execution of any work under the Contract, the time of the completion of the Project may be extended through Change Order. No extensions of time shall be given for any minor changes, alterations, or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time, and the City's granting of an extension of time shall not be valid grounds for a claim by the Contractor for damages or for additional costs, expenses, overhead, profit, or other compensation.

D. Right of the City to Terminate Contract. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

1. the actual cost of the Project completed in conformity with this Agreement; plus
2. such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; plus
3. ten percent (10%) of the cost of the Work referred to in subparagraph (1) above for overhead and profit.

If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative or fail to observe or perform any provisions of the Contract, or fail or neglect to promptly prosecute or perform the Project in accordance with the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other rights or remedies of the City in the premises, immediately terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the work site and necessary or useful therefor.

In the event of termination, the same shall not relieve the Contractor or any of its sureties of their obligations pursuant to this Contract.

In the event it becomes necessary for the City to maintain any legal action against the Contractor to enforce its rights under this Agreement, the Contractor shall pay the City's expenses associated therewith, including a reasonable attorney's fee.

Exhibit B

E. Time of the Essence; Liquidated Damages. The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, *time is of the essence*. The Project contracted hereunder shall be fully completed within sixty (60) days following the execution of the Notice to Proceed. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended, it is understood and agreed that there may be deducted by the City from the partial and/or final payments to the Contractor, or otherwise charged to the Contractor, a sum computed at the rate of One Hundred Dollars (\$100.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

It is understood and agreed by the parties that the above deduction is not a penalty, but money due to reimburse the City for inconvenience and damage to the general public due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the City shall not constitute an election or waiver by the City of recovery of additional delay or non-delay-related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damages clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

ARTICLE IV. WORK AND MATERIALS

A. Cooperation of Contractor. Contractor shall have available on the job site at all times at least one (1) copy of the plans and specifications prepared for the Project. He shall give the Project all attention necessary to facilitate the progress thereof and shall cooperate with the City, City Representative, and with other contractors in every way possible. Using his best skill and attention, Contractor shall give efficient supervision to the Project and shall be solely responsible for all construction means, methods, techniques, and procedures; for providing adequate safety precautions; and for coordinating all portions of the Project under the Contract.

B. Superintendence. Contractor shall assign to and keep at the Project site competent supervisory personnel and, prior to commencement of the Work, shall designate in writing an authorized representative who shall be an employee of the Contractor and who shall have complete authority to represent, to receive notice for, and to act for the Contractor. Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of such supervisory personnel. The City Representative shall be notified in writing prior to any change in superintendent assignment.

C. Contractor's Tools and Equipment. The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property or cause a delay in the progress of the Project.

D. Furnishing Labor and Equipment. Contractor shall furnish and pay for all equipment, labor, and supervision, and all such materials as required to be furnished to perform the Work and as may otherwise be necessary to the completion of the Project and the operation of each construction crew required.

E. Employees. Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe, illegal, or improper manner, such person shall promptly be removed from the Project by the Contractor.

Exhibit B

F. Materials and Appliances. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the execution and completion of the Project.

Contractor warrants to the City that, unless otherwise specified, all materials furnished under this Contract shall be new and that both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Material and/or equipment damaged by flooding or other causes during the construction period shall be subject to rejection by the City Representative. Reconditioning and/or repairing materials used for the Project is not acceptable unless first approved by the City Representative.

G. Asbestos and Hazardous Materials. Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit (if applicable) prior to final payment.

The Contractor is responsible for ensuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

H. Protection of Project and Property (as applicable). Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard, and protect the Project from damage and safely guard and protect private, commercial, industrial, the City's, and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the City Representative, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment or to the stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The

Exhibit B

Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved as required.

Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state, or municipal laws and regulations, or local conditions.

Contractor shall comply with local and state regulations governing the operation of premises that are occupied and shall perform the Contract in such a manner as not to interrupt or interfere with the operation of other facilities.

Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of the Work or the work of any subcontractor.

Contractor shall not place upon the Project, or upon any part thereof, loads inconsistent with the design or safety of that portion of the Project.

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

I. Protection of Existing Utilities. Contractor shall determine the exact location of all existing utilities before commencing the Work and shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the Work. Contractor agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. If any utilities are to be affected during the course of construction, the Contractor shall so notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service. The cost for locating, uncovering, and protecting underground and/or overhead utilities is included within the Contractor's Bid price.

Additionally, Contractor shall maintain all storm sewers, drains, and/or ditches so that flow is not disturbed or impeded. Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping, and other facilities from damage during the testing and flushing.

J. Limiting Exposures. The Contractor shall perform the work on the Project to ensure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

Contractor shall minimize dust and air pollution through the use of water or other devices and shall require the use of properly operating combustion emission control devices. Contractor shall also encourage the shutdown of construction vehicles when not in use.

Exhibit B

K. Safety. Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and applicable regulations to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of the Project, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including, but by no means limited to, the public, site personnel, visitors, or City employees) and property during the Contract period. The Contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this Agreement, and any regulations that may be specified in other parts of this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth in those standards and regulations.

Contractor shall at all times provide proper facilities for safe access to the work by authorized representatives of the Owner.

L. Traffic Control. Contractor shall be responsible for any necessary traffic control, including a plan and all necessary devices, required to work in, upon, or in proximity to public right-of-way or vehicular traffic. The traffic control plan and all traffic control devices shall conform, at a minimum, to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition, Federal Highway Administration. Should the appropriate public authority determine a greater degree of traffic control is required, the Contractor shall promptly provide the same. Where deemed necessary by either the Contractor or the City, the Contractor shall submit a plan to the City Representative for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including, but not limited to, those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control is of paramount importance during the construction of this Project and the terms and conditions in the Contract in regard to these matters must be strictly adhered to.

M. Sanitary Regulations. Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the City Representative. Use of these facilities must be strictly enforced.

Exhibit B

N. Cutting, Patching. Unless otherwise stated in this Agreement, the Contractor shall be responsible for any necessary cutting, fitting, and patching of the Project that may be required to properly receive the Work, to make its several parts join together properly, and to receive and provide for the work of other contractors or utilities, or as required by drawings and specifications to complete the Project. After such cutting, Contractor shall replace or restore or repair and make good all defective or patched work as required by the City Representative. He shall not cut, excavate, or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public, or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe plus its installation to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the City Representative. Any plates, studs or joists, or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in the Contract Documents, all pavement, rights-of-way, or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days of completion of the Project.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

Contractor will replace, at his own expense, all pipe and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

City Representative's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

O. Trailers. With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

P. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the City Representative.

Exhibit B

Q. Periodic Cleanup. At all times, the Project premises should be sanitary, safe, reasonably clean, and orderly. Contractor shall provide adequate and approved containers throughout the work site for collection and disposal of waste material, debris, and rubbish and shall, at least weekly (and as requested by the City Representative during the progress of the Project), clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during building renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways.

Before the Project will be considered complete, all rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City Representative. Streets, curbs, crosswalks, pavement, sidewalks, fences, and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

R. Erosion Control. As required by the City of Madison Engineering Department, Contractor shall provide and maintain temporary soil erosion and sediment controls necessary for the management of construction stormwater discharge quality. These controls shall be in accordance with the most recent version of Section 665, "Temporary Soil Erosion and Sediment Control," of the Alabama Department of Transportation's *Standard Specifications for Highway Construction*, and shall be designed to protect the Project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction.

S. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods, and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

T. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney's fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

Exhibit B
ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

1. Insurance Required. The Contractor shall not commence work under this Contract until it has obtained all insurance required by the Invitation to Bid and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the Contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required in this Agreement does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this Contract.

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor's activities in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.
3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.
5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.

Exhibit B

6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.
8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>
Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Exhibit B

In case any class of employees engaged in any work under this Contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Where work under this Contract may trigger the requirement for Federal Longshoreman's and Harbor Worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same as required.

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.
3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.
4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance and shall include in his Bid a sufficient amount to cover the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.
5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.
6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.

Exhibit B

- c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
- d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
- e. There shall be a statement that full aggregate limits apply per job or contract.
- f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
- g. Insurance shall contain no XCU exclusions or special endorsements.
- h. Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials. In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity. To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

Contractor has provided a written certification of compliance with Ala. Code § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement" which is included in the Invitation to Bid. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in Ala. Code § 31-13-1 (1975), et seq.

E. Errors and Omissions. Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

Exhibit B

F. Exclusion of Contractor Claims. In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

H. Changes. When changes in the scope of work by written order or Change Orders cumulatively equal ten percent (10%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Authority and Duties of City Representative. The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

B. Defective Work/Correction. Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

Exhibit B

C. Contractor's Obligation Continues. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment.**

D. Disagreement. Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

E. Stop Work Orders. During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

F. Progress Meetings. Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

ARTICLE VII. PROJECT COMPLETION

A. Substantial Completion. "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice

Exhibit B

of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

B. Final Inspection. Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

C. "As-Built" Drawings. Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. Final Cleanup. Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. Notice of Completion. Contractor shall, immediately after the completion of any portion of the Project and acceptance by the Owner as provided for in this Agreement, give notice as required by and in accordance with *Ala. Code* §39-1-1(f). Proof of publication of said notice shall be made by the Contractor to the City of Madison by affidavit of the Publisher and a printed copy of the notice published.

F. Final Payment. Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D. for the purposes of establishing the following:

Exhibit B

1. Evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the Contract and with the consent of the surety for release of final payment. If any subcontractor refuses to furnish such a release, Contractor may, with the consent of the City representative, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion, including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. In accordance with Ala. Code §39-2-12(c), a Non-Resident Contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

G. Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement and ITB.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

Exhibit B

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied**.

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City's employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor's failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

Exhibit B

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.

3. **All notices to the City shall be addressed as follows:**

Parks and Recreation Director
City of Madison Parks and Recreation Department
8324 Madison Pike
Madison, Alabama 35758

With a copy to:

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

All notices to Contractor shall be addressed as follows:

Grant Howell
Howell Fencing
1410 Alvarez Drive
Saraland, AL 36571

B. Capacity. Each party to this Agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.
3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.

Exhibit B

4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this

Exhibit B

Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. However, in no event shall any portion of this Agreement be assigned to an unsuccessful Bidder whose Bid was rejected because he or she was not a responsible or responsive Bidder.

E. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

F. Force Majeure. Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

G. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

H. Non-Discrimination. Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement. Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

I. Fines and Penalties. The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor's operations.

J. Agreement Date, Counterparts. This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused to be affixed the signatures of their duly authorized representatives on the dates set forth below.

Exhibit B

CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

Exhibit B

Howell Fencing

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, is signed to the foregoing instrument, and who is known to me, s/he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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

Notary Public