



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

AGENDA NO. 2023-05-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Robin Scott, Asbury Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2023-04-RG, dated February 27, 2023

7. PRESENTATIONS AND AWARDS

A. Madison Police Department Promotion Ceremony for newly promoted Sergeant Jackson Coleby Pressnell and newly promoted Police Communications Manager Daniel Weaver

8. PUBLIC COMMENTS

Public comments are limited to 3 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like to submit a presentation to the City Council must email it to the City Clerk by noon on the Friday prior to the meeting. Anyone who cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date, and address comments to citycouncil@madisonal.gov

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT

A. Regular and periodic bills to be paid

- B. **Resolution No. 2023-028-R:** Approving an annual appropriation agreement with Chamber of Commerce of Huntsville Madison County for FY 23 in the amount of \$35,000 (to be paid from General Operating account)
- C. **Resolution No. 2023-029-R:** Approving an annual appropriation agreement with Partnership for a Drug-Free Community for FY 23 in the amount of \$15,000 (to be paid from General Operating account)
- D. **Resolution No. 2023-030-R:** Approving an annual appropriation agreement with the Riley Center for FY 23 in the amount of \$7,500 (to be paid from General Operating account)
- E. **Resolution No. 2023-031-R:** Approving an annual appropriation agreement with United Way of Madison County for FY 23 in the amount of 5,000 (to be paid from General Operating account)
- F. **Resolution No. 2023-032-R:** Approving an annual appropriation agreement with the U.S. Space and Rocket Center for FY 23 in the amount of \$10,000 (to be paid from General Operating account)
- G. **Resolution No. 2023-100-R:** Providing for the disposition of personal property (office furniture) of negligible value, formerly used by the Court Department, via online auction through Govdeals website, pursuant to Section 16-108 of the Code of Ordinances.
- H. **Resolution No. 2023-113-R:** Acceptance of AMIC Settlement Claim No: 058754 in the amount of \$1,297.55 for Police Vehicle VIN No. 4240 (Final Payment. Claim is now closed)
- I. Acceptance of donations from: J. Cazer in the amount of \$100.00, and M.C. Flurer in the amount of \$25.00 (to be deposited into the Senior Center Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Resolution No. 2023-108-R:** Authorization of an agreement with ALDOT for reimbursement for inspection services for the I-565 Overpass Project (\$175,000 to be paid from 2022 Bond Issue)
- B. Update on Governance Transition - City Manager Vote

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

- A. **Resolution No. 2023-104-R:** Authorization of renewal of Financial Services Agreement with Synovus

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution No. 2023-095-R:** Designation of Voting Delegate for Alabama League of Municipalities Annual Convention to be held May 10-13, 2023 in Birmingham, Alabama

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

Public comments during public hearings are limited to 5 minutes per speaker. Anyone who would like to sign up prior to the Council meeting may contact the City Clerk at cityclerk@madisonal.gov. Anyone who would like

to submit a presentation to the City Council must email it to the City Clerk no later than noon on the Friday prior to the meeting. Anyone would cannot attend the meeting in person and would like to email written comments must do so by noon of the Council meeting date and address comments to citycouncil@madisonal.gov.

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2023-098-R**: Authorizing a Professional Services Agreement with Barge Design Solutions Inc. for engineering design services on Project 23-012 (Balch & Browns Ferry (South) Intersection Improvements) in an amount not to exceed \$199,400.00 (to be paid from Engineering Department budget)
- B. **Proposed Ordinance No. 2023-099**: Authorizing the transfer of City properties and granting of utility easements to Madison Utilities in relation to the current Western Transmission Main Project (First Reading)

FIRE & RESCUE

- A. **Resolution No. 2023-091-R**: Authorizing an agreement with ESO for historical data access for a period of one-year in the amount of \$500 (to be paid from Fire Department budget)

LEGAL

- A. **Resolution No. 2023-049-R**: Approval of ballot language for Council-Manager Special Election set for May 9, 2023.
- B. **Resolution No. 2023-101-R**: Approval of Joint Purchasing Agreement with the City of Huntsville (Woody Anderson Ford, Inc. for light duty vehicles)

PLANNING

- A. **Proposed Ordinance No. 2023-079**: Vacation of a portion of a utility and drainage easement at 219 Coach Lamp Drive in Willow Creek Subdivision (First Reading 02/27/2023)
- B. **Resolution No. 2023-075-R**: Setting a Public Hearing on Proposed Ordinance No. 2023-076; amending Section 5-15-1 of the Zoning Ordinance pertaining to parking space requirements for mini storage and self-service storage facilities (First publication 3/22/2023; Synopsis 3/29/2023; Public Hearing 4/24/2023)

POLICE

- A. **Proposed Ordinance No. 2023-085**: Regulating wrecker services and towing operations (First Reading 02/27/2023)

PUBLIC WORKS

- A. **Resolution No. 2023-092-R**: Authorizing streetlight maintenance agreement with Huntsville Utilities (to be paid from City's General Fund)
- B. **Resolution No. 2023-094-R**: Authorizing a Joint Purchasing Agreement with Madison County to utilize each other's gravel/aggregate stone bids (First Reading 02/27/2023)

PUBLIC WORKS

- A. **Resolution No. 2023-110-R**: Authorizing execution of a Transportation Agreement with the Madison Board of Education for various City events throughout the year

- B. **Resolution No. 2023-072-R:** Authorizing a lease agreement with Turf Tank for one (1) athletic field marking robot in the amount of \$16,000 per year with a one-time installation fee of \$1,700 (to be paid from Capital Outlay)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2023-04-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
February 27, 2023**

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

The Madison City Council met in regular session on Monday, February 27, 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 of Asbury Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	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, Municipal Records Coordinator Lisa Ritz, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Coordinator Toby Jenkins, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Revenue Cameron Grounds, Finance Director Roger Bellomy, Senior Human Resources Coordinator Mia Powers, Human Resources Coordinator Kelly Rolin, Director of Public Works Kent Smith, Director of Parks & Recreation Kory Alfred, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: John Hall, Bernadette Mayer, Sandy Weisner, Natalie Fry (spelling), Margi Daly, Jean Ann Benefield, Dee Voelkel, Terri Johnson, and Tara Bailey

AMENDMENTS TO AGENDA

Council President Bartlett shared that the agenda would be amended by removing the Mayor Finley’s Resolution No. 2023-089-R from his line items.

APPROVAL OF MINUTES

MINUTES NO. 2023-03-RG DATED FEBRUARY 13, 2023

Council Member Seifert moved to approve Minutes No. 2023-03-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO 2023-02-WS DATED FEBRUARY 15, 2023

Council Member Shaw moved to approve Minutes No. 2023-02-WS. Council Member Seifert seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION BY ADAM NELSON OF WARREN AVERETT - ANNUAL REVIEW OF BALLCORPS, LLC

Mr. Adam Nelson, Audit Engagement Partner from Warren Averett, appeared before council and Mayor Finley to present the 2022 Venue Revenue Report of BallCorps LLC. Mr. Nelson shared how the auditors tested certain revenues, expenses, and net profits related to parking revenue, base license fees, performance license fees, and non-baseball events. Based on the procedures performed by their engagement team, no variances in dollar amounts or significant deviations were reported.

Council President Bartlett asked Mr. Nelson for clarification on the wording in regard to the selection of the deposits that were audited. Mr. Nelson explained that in terms of auditing the word "randomly" is a technical term used when the selection is done by a computer. The word "haphazard" is when they judgmentally make the selection.

Council Member Spears asked if BallCorps had any previous insight into what they would be haphazardly selecting. Mr. Nelson responded that they did not have any previous insight and that they only provided them with all the bank statements from which they made their selections from.

BALLCORPS, LLC; ANNUAL TRASH PANDAS REVENUE UPDATE

General Manager Garrett Fahrman appeared before council and Mayor Finley to present the annual Trash Pandas revenue update.

Total Revenue payment to the City: \$1,403,115.00

Council Member Wroblewski asked Mr. Fahrman about the possibility of doing a partnership to bring the Miracle League to the area. Mr. Fahrman responded that he would love to. Council Member Wroblewski advised Mr. Fahrman that she will give the MCDAB liaison, Council Member Denzine the contact information from the previous guy who inquired about it.

Council President Bartlett asked if the staffing challenges that they experience last year would be a concern this year. Mr. Fahrman shared that staffing would be a challenge, but that the nonprofits have been helpful. Mr. Fahrman shared that even though the wage has almost doubled they are receiving fewer applicants for positions due to the competition of other restaurants and retail in town. Mr. Fahrman shared that he has many returning employees and that they are working on ways where they won't need as many employees.

Council President Bartlett asked Mr. Fahrman if the final payment is required to be made after the audit report is given or has the final payment already been made. Mr. Fahrman responded that they just wait for the final payment amount and then issue a final payment for the difference of what they have already paid in periodic payment and the final amount.

Mayor Finley thanked Mr. Fahrman and BallCorps for all their hard work.

PUBLIC COMMENTS

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

BERNADETTE MAYER (DISTRICT 5) HEATHERWOOD SUBDIVISION

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

- Work session archiving
- Structuring of the Madison Visionary Partners
- Capital Improvement Projects: Appreciated the focus on economic development
- Concern over road improvements that include partnership with the City of Huntsville
- Budgeting concerns regarding CIP and city debt
- Streetlighting-Phase II and III
- Vendor selection for sports lighting

TARA BAILEY (DISTRICT 5) PRESIDENT OF I VOTE MADISON

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

- Thanked Council President Bartlett for holding consistent work sessions
- Thanked Council for voting to archive the recent work sessions
- Amending Resolution No. 2021-381-R to allow for all work sessions to be archived
- Transparency

MS. JENNIFER COE (DISTRICT 5) ASHLEY ESTATES

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

- Council-Manager Form of Government
- Madison Forward and their relationship to the city
- Madison Visionary Partners and their partnership with the city
- Redistricting
- Legals interpretation of the Council Manager Act

MS. MARGI DALY (DISTRICT 6)

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

- Council-Manager Form of Government
- Madison Forward petition
- Redistricting

MS. TERRY JOHNSON (DISTRICT 6)

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

- Spoke on Alabama Code §17-1-4 and §17-17-5 on public employees and their participation in political activities

MS. HEATHER MORGAN (DISTRICT 5) VICE-PRESIDENT OF I VOTE MADISON

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

- Asked for the city to provide official information about Council-Manager Form of Government
- Asked for a webpage to provide the information about Council-Manager Form of Government

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$1,166,278.35
Special General Operating Accounts	\$56.85
ADEM Storm Drainage	\$69,442.60
Gasoline Tax & Petroleum Inspection fees	\$26,032.95
Street Repair and Maintenance	\$583.05
CIP Bond Accounts	\$20,899.59
Library Building Fund	\$1,163.02
Venue Maintenance	\$2,500.00

Regular and periodic bills to be paid

Approval of payment to Barge Design Solutions, Inc. in the amount of \$21,978.21 for professional services completed from January 1 - 27, 2023 on CIP Project No. 19-047 (Wall Triana and I-565 Intersection Improvements - ATRP2-45-2020-327) (Invoice No. 208038, PO No. 2022-1151) (to be paid from 2015-A Bond account).

Approval of Purchase Order for Allstar Pro Services in the amount of \$625.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of Purchase Order for Allstar Pro Services in the amount of \$8,900.00 for general maintenance at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of payment to Wiregrass Construction in the amount of \$51,673.97 for work completed from December 1 - 31, 2022 (Invoice #13 - \$9,508.83) and January 1 - 31, 2023 (Invoice #14 - \$42,165.14) on CIP Project No. 20-028 (Middle School Infrastructure Project - Bid No. 2021-008-ITB) (to be paid from 2020-A Bond Account)

Approval of Purchase Order for KC² Contracting, LLC in an amount up to \$5,832.00 for Phase 1 Improvements at Toyota Field (Resolution 2023-052-R) (to be paid from Multi-Use Venue Maintenance Fund Checking)

Approval of payment to Carcel & G Construction, LLC in the amount of \$391,544.38 for Invoice No. 21 on CIP Project No. 18-022 (Hughes Road Construction - Bid No. 2019-010-ITB) (to be paid from 2018-C Bond Account) H. Bid No. 2023-002-ITB: solicit bids for Dublin Soccer Field No. 5 lighting installation (to be issued in early March) I.

Resolution No. 2023-023-R: Approving an annual appropriation agreement with the Community Free Dental Clinic for FY 23 in the amount of \$2,500 (to be paid from General Operating account)

Resolution No. 2023-024-R: Approving an annual appropriation agreement with Land Trust of North Alabama for FY 23 in the amount of \$10,000 (to be paid from General Operating account)

Resolution No. 2023-025-R: Approving an annual appropriation agreement with Madison Beautification and Tree Board for FY 23 in the amount of \$5,000 (to be paid from General Operating account)

Resolution No. 2023-026-R: Approving an annual appropriation agreement with Madison City Community Orchestra for FY 23 in the amount of \$2,500 (to be paid from General Operating account)

Resolution No. 2023-027-R: Approving an annual appropriation agreement with the National Children's Advocacy Center for FY 23 in the amount of \$20,000 (to be paid from General Operating account)

Resolution No. 2023-086-R: approving a transportation agreement with the Madison Board of Education for the Dublin Park Eggstravaganza to be held on April 8, 2023 O.

Resolution No. 2023-088-R: approving a transportation agreement with the Madison Board of Education for the Dublin Park Independence Day event to be held on July 3, 2023

Resolution No. 2023-096-R: Acceptance of AMIC Settlement Claim No. 055774 in the amount of \$43,490.30 for several city properties (Final Payment. Claim is now closed)

Resolution No. 2023-097-R: Providing for the disposition of personal property of negligible value, formerly used by the Court Department (3-Samsung Printers), pursuant to Section 16-108 of the Code of Ordinances

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

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

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Recognized the annual appropriations for Community Free Dental Clinic, Land Trust of North Alabama, Madison Beautification and Tree Board, Madison City Community Orchestra, and National Children's Advocacy Center
- Governance Transition Update: signatures were accepted, and they met the qualifications to put it to a vote. A follow-up with more information will be done on March 13th council meeting
- Streetlight Update: Phase I almost completed, met with Noresco regarding areas that have lighting concerns to be completed in Phase II
- Recognized BallCorps for all their hard work in meeting the numbers that was set for them in their first full year
- Thanked city department heads and council for their work to the city as a team

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

RESOLUTION NO. 2023-080-R: AUTHORIZING CHANGES TO JOB CLASSIFICATION PLAN, HUMAN RESOURCES

Council Member Wroblewski moved to approve Resolution No. 2023-080-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

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

- Provided clarification on public comments regarding redistricting to 5 district, and explained that if the vote passes the redistricting will be 6 districts and a voting mayor, if it does not pass it will stay 7 districts
- Shared that the council is neutral in the governance transition, there will be no sharing of opinion on it, and that they are responding to a petition brought forward. This is what the council would do with any petitions brought forward on any matter regarding change of government

- Thanked Council President Bartlett, Police Chief Johnny Gandy, Fire Chief David Bailey, ADEM Compliance Administrator Gina Romine, Public Works, Battalion Chief Steve Perry, and several vendors for all supporting and being at ReadyFest
- Attended Washington Update held by Senator Tommy Tuberville with Council Member Spears, Council President Bartlett, and Mayor Finley
- Friends of the Library Sale raised \$1600.00 that will go into the summer program for the children. Thanked Janetta Wilson and her team of volunteers. Another sale will be held in the Fall
- Reminded everyone of the movie Plan 9 from Outer Space will be playing at the library on March 9th

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Madison Police Citizens Advisory Board has openings for District 2 and 7, please consider volunteering
- Attended groundbreaking for Kids to Love mental health clinic with Mayor Finley

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

- Councils position on the Governance Transition
- Grateful for Town Madison and the people who come from outside the city to enjoy it

COUNCIL DISTRICT NO. 4 GREG SHAW

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

- Reminded everyone that applications for the Madison City School Board are open, and those who are interested have through March 8th to get their application into the City Clerks office

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

RESOLUTION NO. 2023-090-R: AUTHORIZING VIDEO ARCHIVING OF FEBRUARY 15, 2023 CITY COUNCIL WORK SESSION

Council Member Wroblewski moved to approve Resolution No. 2023-090-R. Council Member Denzine seconded. Council President Bartlett shared that there was not consensus on archiving all work sessions and that it was determined by council that they would make the decision on a case by case. Council President Bartlett also added that if anyone wants to bring it up again on a work session, they can revisit it again. The vote was taken and recorded as follows:

Council Member Maura Wroblewski

Aye

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

Motion carried.

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

- Thanked City of Huntsville Council President John Meredith for helping to give out awards for the All-Girls State Chess Championship two weeks ago. Out of 66 girls from all over the state, 56 were from Madison.
- Thanked State Senator Arthur Orr for his participation with the All-Girls State Chess Championship
- Next work session will be held on March 22nd where council will devote their time to Board of Education interviews.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- On the behalf of her constituent Mayor Finley for working on the streetlighting, her constituent also share her thanks
- Madison Street Festival sponsorship drive ends April 1st and vendor registrations opens May 15th
- The Madison Street Festival will be held Saturday, October 7th, 2023
- Proud of the sponsorship for Kids to Love
- Madison Police Citizens Advisory Committee (MPCAC) meeting will be held Tuesday, February 28th at the Madison Library and the topic will be the steps on how to make a complaint
- MPCAC is asking for volunteers for districts 2 and 7 who are currently vacant and districts 4 and 6 term ends on April 26, 2023 and will be open for volunteers.

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- MPCAC district 7 has a position vacant for anyone interested in volunteering

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

RESOLUTION NO. 2023-084-R: APPROVING A REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM J & T HALL, LLC, DOING BUSINESS AS LANIER HOUSE, FOR THEIR LOCATION AT 20 MARTIN STREET

Revenue Officer Cameron Grounds informed Council that this is a new request for alcoholic beverage at this location business. Revenue Officer Cameron Grounds also informed Council that all departments have signed off on the paperwork and that no representatives from the business were present.

Council President Bartlett opened the floor for any public comments regarding this request. There being none, she closed the floor and asked for any questions from Council. There being none, Council President Bartlett asked for a motion.

Council Member Wroblewski moved to approve Resolution No. 2023-084-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO. 2023-056-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS FOR ENGINEERING DESIGN ON PROJECT 23-011 (BALCH RD AND GOOCH LANE INTERSECTION IMPROVEMENTS) IN THE AMOUNT OF \$156,700.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-056-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-062-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROY ENGINEERING FOR DESIGN SERVICES FOR PROJECT 22-008 (BRADLEY STREET IMPROVEMENTS) IN AN AMOUNT NOT TO EXCEED \$178,940.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-062-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-063-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH SAIN ASSOCIATES, INC. FOR ENGINEERING DESIGN SERVICES ON PROJECT 23-010 (OLD MADISON PIKE WIDENING AND BROWNS FERRY RD MILL/OVERLAY) IN AN AMOUNT NOT TO EXCEED \$180,915.00 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-063-R. Council Member Wroblewski seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-087-R: ACCEPTING QUOTE FROM NEARMAP US, INC. FOR A SUBSCRIPTION FOR AERIAL PHOTOS AND AI VECTOR FILES FOR THE GIS SYSTEM FOR THE ENGINEERING DEPARTMENT IN THE AMOUNT OF \$8,200 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-087-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2023-042: VACATION OF A UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN PRIDE SUBDIVISION, LOCATED NORTH OF LANIER ROAD AND EAST OF THE RAILROAD (FIRST READING 02/13/2023)

Council Member Spears moved to approve Ordinance No. 2023-042. Council Member Powell seconded. Council Member Powell asked if the railroad would need to get involved in this approval. Director of Development Services Mary Beth Broeren responded that it is not on their property. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-079: VACATION OF A PORTION OF A UTILITY AND DRAINAGE EASEMENT AT 219 COACH LAMP DRIVE IN WILLOW CREEK SUBDIVISION (FIRST READING)

This is a first reading.

RESOLUTION NO. 2023-081-R: APPROVING A PERMISSIVE USE AGREEMENT WITH THE VILLAGE AT OAKLAND SPRINGS NEIGHBORHOOD ASSOCIATION, INC. FOR THE MONUMENT ENTRANCE SIGN FOR THE VILLAGE AT OAKLAND SPRINGS SUBDIVISION

Council Member Powell moved to approve Resolution No. 2023-081-R. Council Member Shaw seconded. Council Member Wroblewski asked how tall the buildings would be. Director of Development Services Mary Beth Broeren responded that they are not buildings but columns that will have the name of the neighborhood span across. Council Member Denzine asked about the height of the span and if equipment would have any problem going underneath it. Director of Development Services Mary Beth Broeren responded that it would

be approximately 20 feet tall and that there would be no problems with the Fire Department equipment going under. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-082-R: APPROVING A PERMISSIVE USE AGREEMENT WITH SS MADISON, LLC FOR ENTRY SIGNAGE AT THE AVENUE PROJECT.

Council Member Wroblewski moved to approve Resolution No. 2023-082-R. Council Member Spears seconded. Council Member Wroblewski asked if the property owner has any objection since it is private property. Director of Development Services Mary Beth Broeren responded that the owners of the property is SS Madison, LLC and that they will maintain it. The agreement gives the city the right that if we ever needed to do any utility work and needed the sign removed, we are not obligated to replace it. Council Member Spears asked if the information on the sign would be retail. Director of Development Services Mary Beth Broeren responded that it will be the retail tenants at The Avenue. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-083-R: APPROVING PROFESSIONAL SERVICES AGREEMENT WITH ARCSPACE STUDIO IN THE AMOUNT OF \$17,600 FOR PREPARATION OF A MASTER PLAN FOR THE FARLEY-WANN HOUSE (TO BE PAID FROM PLANNING DEPARTMENT BUDGET)

Council Member Powell moved to approve Resolution No. 2023-083-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

RESOLUTION NO. 2023-074-R: RATIFYING AN MOU FOR NOTIFICATION OF EXPOSURE TO TRAUMA WITH THE MADISON BOARD OF EDUCATION, THE CITY OF MADISON, ALABAMA AND THE NATIONAL CHILDREN'S ADVOCACY CENTER

Police Chief Johnny Gandy provided a brief description of the program Handle with Care. This program is implemented by several other states and City of Madison is the first agency in Alabama. The program consist of notification to the schools of any type of traumatic event that officers go to where a child has been involved so that the child can be handled with care. The school is not notified of the details of the event just a notification. Currently the School Resource Officers do something similar but that this is the formalized program.

Council Member Wroblewski moved to approve Resolution No. 2023-074-R. Council Member Denzine seconded. Council Member Wroblewski shared that this is a great program. Council Member Denzine added that this is an excellent program and give teachers extra knowledge so the child is not punished for their behavior and get them the help they need. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-085: REGULATING WRECKER SERVICES AND TOWING OPERATIONS (FIRST READING)

This is a first reading.

PUBLIC WORKS

RESOLUTION NO. 2023-073-R: APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MIKE GENTLE (TO BE PAID FROM PUBLIC WORKS DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2023-073-R. Council Member Powell seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

RESOLUTION NO. 2023-093-R: ACCEPTANCE OF BID NO. 2023-001-ITB FOR GRAVEL AND AGGREGATE STONE CONTRACT TO ROGERS GROUP INC. (\$1,136.25 PER TON TO BE PAID FROM PUBLIC WORKS BUDGET)

Council Member Spears moved to approve Resolution No. 2023-093-R. Council Member Shaw seconded. Council President Bartlett asked Director of Public Works Kent Smith how many people bid on the contract. Public Works Kent Smith responded only two were qualified. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2023-094: AUTHORIZING A JOINT PURCHASING AGREEMENT WITH MADISON COUNTY TO UTILIZE EACH OTHER'S BIDS (FIRST READING)

This is a first reading.

RECREATION

RESOLUTION NO. 2023-077-R: AUTHORIZING PURCHASE OF LIGHTS FOR HEXAGON PICKLEBALL COURT LIGHTING FROM MUSCO SPORTS LIGHTING IN THE AMOUNT OF \$85,800 (SOURCEWELL CONTRACT #071619-MSL) (TO BE PAID FROM CAPITAL OUTLAY)

Council Member Powell moved to approve Resolution No. 2023-077-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-078-R: APPROVING THE PURCHASE OF LIGHTS FOR THE HEXAGON BALL FIELDS IN THE AMOUNT OF \$206,900 FROM MUSCO SPORTS LIGHTING (SOURCEWELL CONTRACT # 071619-MSL) (TO BE PAID FROM CAPITAL OUTLAY)

Council Member Powell moved to approve Resolution No. 2023-078-R. Council Member Seifert seconded. Council Member Denzine asked if we were replacing or adding the current lights. Director of Parks & Recreation Kory Alfred responded that they will be doing both, as some of the poles can be reused with LED lighting while others will need to be completely replaced. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:32 p.m.

Minutes No. 2023-04-RG, dated February 27th, 2023, read, approved and adopted this 13th day of March 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Mari Bretz
Recording Secretary

RESOLUTION NO. 2023-028-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH CHAMBER OF COMMERCE OF HUNTSVILLE MADISON COUNTY (HCC) 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 Chamber of Commerce of Huntsville Madison County (HCC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Thirty Five thousand dollars (\$35,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **CHAMBER OF COMMERCE OF HUNTSVILLE-MADISON COUNTY** (hereinafter the “Chamber”) 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, the Chamber will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that the Chamber 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 the Chamber the sum of thirty five thousand dollars and no cents (\$35,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. The Chamber pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, the Chamber 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 Chamber.

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

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

EXHIBIT A

The Chamber of Commerce of Huntsville-Madison County (the “Chamber”), in coordination with the program of economic development, agrees that beginning as of the date of this Agreement, it will furnish and provide the following services to the City of Madison (“Madison”):

- Promote Madison as a key location for new and expanding business and industry.
- Include Madison officials in events, announcements, and internal proceedings that affect Madison or others of relevance in Madison County.
- Coordinate activities and meetings with the Madison Chamber of Commerce to reduce or eliminate the number of concurrent events on related subjects/topics.
- Maintain general and statistical information regarding Madison for response to industrial prospects and general inquiries.
- Respond to inquiries relating to business and industry, as well as general community issues pertaining to Madison.
- In coordination with the Industrial Development Board of the City of Madison, the Chamber shall maintain information on available industrial building and sites.
- Meet with industrial prospects on behalf of Madison, and present Madison industrial properties to prospects.
- Advise the Industrial Development Board of the City of Madison regarding procedures for obtaining appropriate State and Federal financial assistance concerning industrial expansion available to Madison.
- The Chamber shall be available to Madison and its Industrial Development Board for consultation on matters concerning the economic development of the City.

Madison and the Chamber agree that other specific services may be requested from time to time. The Chamber pledges to act on these requests in a good faith manner, and Madison agrees to pay for such services in an amount mutually agreed upon by both parties.

RESOLUTION NO. 2023-029-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH PARTNERSHIP FOR A DRUG-FREE COMMUNITY (PARTNERSHIP) FOR AGENCY SERVICES RELATED TO THEIR ANNUAL APPROPRIATION FROM THE CITY OF MADISON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor be authorized and directed to execute on behalf of the City the attached agreement with Partnership for a Drug-Free Community (Partnership) 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 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

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

WITNESSETH:

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

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

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that Partnership shall provide essential services to the City in accordance with Exhibit A attached hereto and incorporated by reference as if fully set out herein, the City otherwise being capable of providing said services for itself.
3. The City agrees to pay to Partnership the sum of fifteen thousand dollars and no cents (\$15,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. Partnership pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, Partnership agrees to and shall provide to the City, upon request, an accounting with respect to how any or all funds provided under this Agreement were expended by Partnership.

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

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

PARTNERSHIP FOR A DRUG-FREE COMMUNITY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

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

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

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

RESOLUTION NO. 2023-030-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH RILEY CENTER (RC) 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 Riley Center (RC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Seven thousand Five hundred dollars (\$7,500.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **RILEY CENTER** (hereinafter “RC”) 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, RC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that RC 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 RC the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. RC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, RC 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 RC.

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

RILEY CENTER

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

FUNDING REQUEST & DESCRIPTION OF USE:

Goal: Requested funding will be used to support The Riley Center’s Home-Based and In- Clinic

Behavioral Treatment: ABA Therapy.

Our goal is to meet the increasing demand for services, and to expedite services to the children currently on our waitlist, by expanding the capacity of The Riley Center’s ABA Clinic while maintaining the integrity of our programming by providing effective therapy with best outcomes for each child, adolescent, young adult, and family enrolled.

Resource/Item Requested	Estimated Cost	Purpose and Impact on Providing Services
Equipment and Child Therapy Materials	\$2,250	The high start-up costs, in addition to per client enrollment fees, can be financially staggering. Securing funds to offset these costs is crucial to ensuring the expense is not passed on to families and that children can continue or begin to receive essential intervention toward greater independence and life-long success. Amount requested includes data software per child; electronic device for data collection; therapy program materials for 15 children at \$150/child.
Initial training to certify staff required to provide therapy services	\$1,700	Insurance requires all therapists to be trained and pass a national certification test before providing therapy to children. These costs are not included in patient and client fees as the current financial responsibility is a hardship for families. The amount requested includes testing fees, trainer, and new employee fees for 10 new therapists @ \$170/staff.
Equipment to support Tele Health Services	\$3,550	Equipment and startup to support remote therapy, parent training and diagnostic services. Assessment tools/materials required (not reimbursed by insurance). Parent training materials. Intake/Assessment support hours.

Total: \$7,500

RESOLUTION NO. 2023-031-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH UNITED WAY OF MADISON COUNTY (UWMC) 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 United Way of Madison County (UWMC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Five thousand dollars (\$5,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **UNITED WAY OF MADISON COUNTY** (hereinafter “**UWMC**”) 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, UWMC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that UWMC 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 UWMC the sum of five thousand dollars and no cents (\$5,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. UWMC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, UWMC 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 UWMC.

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

UNITED WAY OF MADISON COUNTY

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

United Way of Madison County (UWMC) is pleased to partner with the City of Madison and intends to use the FY23 funding by providing:

United Way's 211 service, delivered in partnership with Crisis Services of North Alabama. When individuals need to find help for something beyond their capacity to deal with on their own, 211 is readily available 24/7, 365 days a year. Experienced call specialists answer phone calls, respond to texts, and conduct online chats through our state-wide database portal with the purpose of connecting those in need with those who can help (<https://211connectsalabama.org>). In those brief conversations, they are able to listen to the needs of the resident calling, access the most extensive database of health and human services in Madison County and provide key referrals to the agency who can actually provide services the individual needs. Statistics tell us that individuals looking for help alone can contact 6-7 organizations before finding the one who actually can provide the help they need. In these days when more individuals are experiencing high stress and financial strains, this lifeline assists not only with the need at hand but improves the mental health and ability to cope for thousands each year. Getting help before the situation becomes more costly, emotionally and financially, is a critical efficiency and savings for the individual, our local resources including local governments, and all of us.

We saw more than 2,000 inquiries annually coming into our 211 call center in 2021-22 from the City of Madison and thousands more from our surrounding and connected communities. We will share promotional information with the city and coordinating to place flyers, brochures, posters, etc. informing the community about 211 throughout this funding year.

We will be tracking data via zip code to continue to monitor the needs of our community and help those calling in. United Way also takes seriously the updating of the database to assure accuracy and our 2023 National 211 Day efforts will center around that as our communities grow.

RESOLUTION NO. 2023-032-R

A RESOLUTION TO APPROVE AN AGREEMENT WITH U.S. SPACE & ROCKET CENTER (USSRC) 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 U.S. Space & Rocket Center (USSRC) for the provision of agency services related to their annual appropriation from the City of Madison in the amount of **Ten thousand dollars (\$10,000.00)** for FY 23.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this 13th day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA
COUNTY OF MADISON

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AGREEMENT

THIS AGREEMENT IS MADE between the **U.S. SPACE & ROCKET CENTER** (hereinafter “**USSRC**”) 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, USSRC will provide essential services to the City of Madison that serve a public purpose and which further the stated objectives of the parties.

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

1. This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall terminate at 11:59 p.m. on September 30, 2023.
2. During said term, it is hereby agreed that USSRC 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 USSRC the sum of ten thousand dollars and no cents (\$10,000.00) for fiscal year 2023, which began October 1, 2022, and ends September 30, 2023, for the services listed in Exhibit A. This sum shall be disbursed on a schedule of disbursement established by the Finance Director of the City of Madison.
4. USSRC pledges to act in good faith with respect to the execution of its responsibilities and duties herein undertaken. Further, USSRC 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 USSRC.

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

CITY OF MADISON, ALABAMA

ATTEST:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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

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

Notary Public

EXHIBIT A

The U.S. Space & Rocket Center is engaged in the following activities:

- Include Madison businesses in the promotion of **Dare to Explore: Frontiers of Space** which is expected to draw spring and summer visitors to the Madison/Huntsville area, benefiting the restaurants, hotels and shops.
- Offer educational programs, community events, and exhibits that seek to improve the quality of life for the citizens of Madison, while complying with pandemic guidelines issued by the Alabama Department of Public Health.

RESOLUTION NO. 2023-100-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
4	Office Desk Hutch
2	L-Shapes Office desk

; and

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

READ, APPROVED, and ADOPTED this ____ day of March 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 March, 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-113-R

WHEREAS, on November 7, 2022, Patrol Car #340 was struck by another vehicle and caused minor damage.

WHEREAS, the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$1,297.55.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$1,297.55 from Alabama Municipal Insurance Corporation for said vehicle damage and that the City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March, 2023

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281233
POLICY NUMBER
October 1, 2022
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
AGENT

058754AH
ADJUSTER FILE NUMBER
058754AH
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2021, Ford, Interceptor, 1FM5K8AB9MGA64240

DATE OF LOSS CAUSE: A loss occurred on the 7th day of November, 2022, about the hour of 1:35 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by OV's vehicle rolled backward into IV when IV was performing a traffic stop.

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

VALUE (If a total loss) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$1,797.55
WHOLE LOSS DEDUCTIBLE AMOUNT The deductible provision applicable to this loss (\$500.00)

SALVAGE: _____ ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$1,297.55

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

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

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

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

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

Date: Feb. 28, 2023 SIGNATURE: Paul Finley

Witness: State of Alabama County of Madison
Subscribed and sworn to before me this 28th day of February, 2023



Signature of Notary Public: Kristen N Bruseth
NOTARY PUBLIC

RESOLUTION NO. 2023-108-R

**A RESOLUTION AUTHORIZING AN
AGREEMENT WITH ALDOT FOR REIMBURSEMENT OF INSPECTION SERVICES
FOR I-565 OVERPASS CONSTRUCTION PROJECT**

WHEREAS, the City has engaged in a public works project for the construction of the I-565 Interchange and Ramps C & D (herein "the Project");

WHEREAS, the Alabama Department of Transportation (herein "ALDOT") is qualified to conduct engineering inspection services of the Project that are exempt from the Public Works Bid Law pursuant to Alabama Code Section 39-2-2(d)(1).

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to negotiate and execute an inspection agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the Project, said agreement to be substantially similar in purpose, intent, and composition to that document attached hereto and identified as "Special Work Authorization Agreement-SWA" (the "Agreement"), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

ATTEST:

Ranae Bartlett, Council President
City of Madison, Alabama

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

APPROVED this ___ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama



ALABAMA DEPARTMENT OF TRANSPORTATION
SPECIAL WORK AUTHORIZATION AGREEMENT-SWA
Form SJ-128 Revised 6-2021



DATE: 03/02/2023
Project Charge Number (Assigned by Finance and Audits):
Account Program Project Number
Originating Bureau Chief/Region Engineer Curtis W. Vincent, P. E. - North Region Engineer Lead Bureau North Region
***** Note: Transportation Director must sign agreement before SWA work is started and/or services are rendered. *****

PARTY REQUESTING ALDOT WORK/SERVICES:
NAME City of Madison Telephone No: 256-772-5600 TIN/FEIN:
Address: Street 100 Hughes Road City Madison State AL Zip 35758
Party/SWA Type: Municipality [checked] Federal Gov [checked] Project for Other (non-governmental) entries
(county one) County [] County Transportation Bureau Project [] State Agency

WORK/SERVICES TO BE PERFORMED IS/ARE AS FOLLOWS:
Description (use an attached sheet, if necessary):
Phase II of the Interchange on I-565 near Zierdt Road in the City of Madison will require various materials testing, inspections and general oversight to ensure conformity to Federal Highway Administration Regulations and ALDOT Guidelines.
Labor \$ 96,468.70 Labor Additive \$ 78,531.30 Materials \$ Equipment Usage \$
Indirect Cost \$ Other applicable charges (please list)

Total Estimated Cost for Reimbursement by Party Requesting ALDOT Work/Services: \$ 175,000.00

SUBMITTAL/APPROVALS SIGNATURES
Submitted By: Region Engineer/Bureau Chief
Approved/Submitted By: Bureau Chief of Lead Bureau
Budgetary Approval: Director of Finance and Audits

AGREEMENT
KNOW ALL MEN BY THESE PRESENTS, that in consideration of work to be performed by the State of Alabama Department of Transportation on the actual cost basis and described above on this Form SJ-128, City of Madison
does hereby submit/guarantee payment to the State of Alabama Department of Transportation in the amount of estimated cost of performance of the work, estimated cost being \$ 175,000.00 . The State of Alabama Department of Transportation further agrees that after work is commenced, and if an overrun occurs, the Department of Transportation will notify City of Madison and additional payment shall be made City of Madison to cover the estimated overrun. Upon completion of the work, the actual cost will be computed and any underrun will be refunded.
STATE OF ALABAMA
(Name and Title of Party Requesting ALDOT work/services)
Paul Finley, Mayor of the City of Madison

ATTEST
Signature: Date
STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION
Signature: Date
DIRECTOR

RESOLUTION NO. 2023-104-R

A RESOLUTION AUTHORIZING THE RENEWAL OF A FINANCIAL SERVICES AGREEMENT WITH SYNOVUS

WHEREAS, the City of Madison (herein “the City”) seeks to renew its financial services agreement with Synovus Bank (herein “Synovus”); and

WHEREAS, Alabama Code Section 41-16-51(a)(5) provides an exception to the Alabama Competitive Bid Law for “[c]ontracts for fiscal or financial advice or services.”

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Financial Services Agreement with Synovus for banking services, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as “Letter Agreement” and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department, the Finance Director shall utilize Synovus for the City’s financial, and banking needs pursuant to the terms of the Agreement authorized by passage of this resolution.

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

ATTEST: _____
Ranae Bartlett, City Council President
City of Madison, Alabama

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

APPROVED this _____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON – LEGAL DEPARTMENT
CITY ATTORNEY BRIAN KILGORE
100 HUGHES ROAD,
MADISON, AL 35758
LEGAL@MADISONAL.GOV / 256-772-5681
WWW.MADISONAL.GOV

February 23, 2023

Synovus
301 Washington Street
Huntsville, AL 35801

RE: Renewal of Financial Services Agreement with City of Madison, Alabama

Ms. Kirwin,

Please accept this letter as confirmation of the general terms of the City's renewal of its financial agreements with Synovus Bank. These terms include, but are not limited to, the following:

- Dedicated Local Market Executive, Premier Service Specialist Team, Government Solutions Team and Treasury Management Officer
- Continued use of existing Advantage Analysis and Zero Balance Account structure, which is fully collateralized in accordance with the State Statutes of Alabama.
- Earnings Credit Rate of 1.25%
- Additional balances above compensating balance will earn 4.75% (rate is indexed: Fed Funds floating; 5.25% ceiling)
- Proposed line-item pricing guaranteed for the initial three (3) year contract, with two (2) – three (3) year renewal options (9 year total)
- Synovus will provide check supply for the City at no cost.
- City of Madison employees receive Free Employee Checking
- Access to full Treasury Management Business Process Review which will allow the City to explore newly emerging products and services that may surface during contracted timeframe.

Sincerely,

Brian Kilgore
City Attorney

RESOLUTION NO. 2023-095-R

WHEREAS, the Annual Convention of the Alabama League of Municipalities (ALM) will be held on May 10-13, 2023, in Birmingham, Alabama; and

WHEREAS, the membership's Annual Business Meeting will be held on May 12, 2023, in which each member municipality shall have one vote on any issue voted on during the meeting and that vote may only be cast by the delegate authorized by the governing body of the member municipality; and

WHEREAS, the ALM Constitution requires voting delegates to be elected municipal officials; and

WHEREAS, Ranae Bartlett, Council Member, will be in attendance and is recommended to be designated as the official voting delegate for the City of Madison, Alabama.

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

Section 1. Council Member Connie Spears is designated as the City of Madison official voting delegate for the ALM Annual Business Meeting on May 10-13, 2023, in Birmingham, Alabama.

Section 2. Council Member Maura Wroblewski is hereby authorized to represent the City as its alternate voting delegate.

That this resolution shall become effective immediately upon its adoption and approval.

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

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-098-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH BARGE DESIGN SOLUTIONS, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Barge Design Solutions, Inc., for engineering design services for the Project 23-012 project for the Balch Road and Browns Ferry Road Intersection, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to 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 13th day of March 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 March, 2023.

Paul Finley, Mayor
City of Madison, Alabama



February 21, 2023

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

RE: Proposal
Balch / Browns Ferry Roundabout

Dear Mr. Johnson:

Barge Design Solutions (Barge) is pleased to respond to your request for a proposal for professional services relative to the design of Balch / Browns Ferry Roundabout. Barge will provide the services listed as outlined in the attached Scope of Services.

If you should have any questions, please feel free to call Jack Kimbrough, Jr. PE, at 256-203-8949.

Sincerely,

Barge Design Solutions, Inc.

A handwritten signature in black ink, appearing to read "Jack Kimbrough, Jr.", written in a cursive style.

Jack Kimbrough, Jr. PE
Client Services Leader
Vice President

c: File

Enclosures: Scope of Services



The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Balch/Browns Ferry Road Roundabout

Project Description: The proposed project will include the construction of a new Roundabout at the intersection of Balch Road and Browns Ferry Road near Mill Creek in the City of Madison. A traffic analysis will be done to recommend proper lane configuration and geometry are used to meet existing and projected traffic needs. The roundabout shall match the existing roadway typical section and utilize paved shoulders while providing pedestrian facilities maintaining the existing connectivity. In general, the scope of work proposed by Barge for this project includes field survey, traffic analysis, preparation of roadway plans and right-of-way documentation for the above improvements.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items:

A: Field Survey

Barge will have a topographic and right of way survey performed for the area shown below in Figure 1. The work under this task will include collecting utility, right of way, drainage and topographic information for the length of the project as shown. In addition to conventional survey, after the 60% design review, Barge will engage a hydro-excavation firm to locate up to 8 utilities during a single site visit for utility conflict purposes.

- Deliverables for this task include base maps and CADD files
- No additional meetings are anticipated for this task.

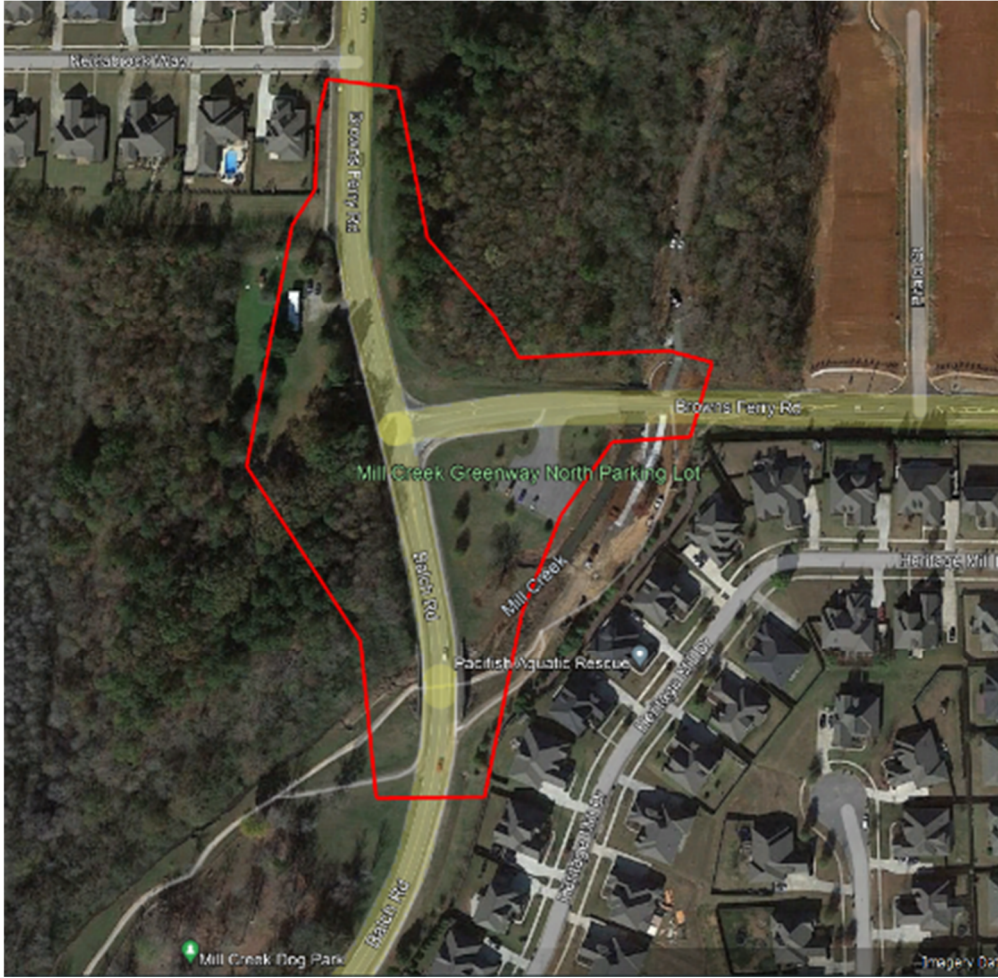


Figure 1

B: Traffic Analysis

Barge will review traffic counts (including turning movements) provided by the City for the project intersection.. Traffic information will be used to prepare a SIDRA model to evaluate improvements provided by a roundabout and provide recommendations to lane configuration for the roundabout and approaches. A concept exhibit and memorandum will be developed for discussion to document the recommendations.

C: Right of Way Documents

Barge will prepare a right-of-way map, tract sketches, and legal descriptions for right-of- way to be acquired for construction of the proposed improvements. Barge assumes 3 takings for this project. The City will negotiate with the landowners and acquire the required right-of-way.

D: Roadway Design

Barge will prepare roadway design plans for this project. These documents will include construction plans of roadway geometry, earthwork, drainage, striping, temporary traffic control, permanent and temporary erosion and sediment control, and permanent signage. All work performed for Section II of this scope shall be done in conformance with City standards, and will follow MUTCD and AASHTO standards, as appropriate.

GTEC, Inc. will perform a geotechnical investigation and prepare a materials report as a subconsultant to Barge. See the attached proposal from GTEC for more details.

III. Additional Services

If additional services beyond the tasks outlined in Section II are required, this work can be completed after a supplemental agreement is executed.

IV. Project Understandings, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Barge will have access to the site and adjoining areas, as required.
2. Permit, recording fees, etc., are to be paid by the City.
3. Construction duration is assumed to be 6 months. Bidding and Construction Administration services are excluded from this contract.
4. The scope and fee noted herein assumes that the project limits will not include changes to any bridges, therefore, no bridge design services are included as part of this scope.
5. Construction budget for items listed in our scope of services is unknown at this time; Barge will strive to work with the City in the establishment of this budget but cannot be held responsible as to whether or not the yet-undefined budget is achieved.
6. Descriptions and exhibit drawings for the acquisition of easements are to be prepared one time if noted herein.
7. Project will be funded with City funds. No state or federal monies are anticipated to be used for this project.
8. Environmental and cultural resources studies and reports are excluded. Environmental and cultural resources clearances for the project will be obtained by the City, if needed.
9. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional design fees may be required.
10. Construction plans will utilize the City’s standard details and specifications and/or ALDOT’s standard details and specifications.
11. Stormwater detention will not be required.

12. Bid phase and construction phase services beyond those described above will not be required.
 13. Inspections and/or Resident Project Representative will be provided by others.
 14. Public involvement meetings are not required.
 15. OMIT
 16. Surveyors will not locate individual trees within obscured areas. A tree line or outline of dense vegetation will be noted on the drawing. Individual trees above 5 inches in diameter apart from wood lined areas will be located and denoted for size.
 17. Surveyors will not locate any building interiors, only building corners comprising the exterior footprint.
 18. Sub-surface utility designation or location will be as follows:
 - A. The surveyor will put in a design ticket with AL811 and locate utility markings made by others throughout the Limits of Survey as shown in Figure 1 above.
 - B. It should be noted that existing utility plans, as-builts, or CADD files pertaining to utility locations should be provided to the surveyor before beginning the project.
 - C. Typically, AL811 only marks in the public right-of-way; however, if markings are present within the LOS as shown in Figure 1 the surveyor will locate said utility markings.
 19. No sub-surface utility designation or location will be performed by Barge outside of what is listed above. Should the client need additional SUE services, Barge can perform that as an Additional Service.
 20. The field survey and drawing will be performed in accordance with the rules and regulations of the Alabama Board of Land Surveyors and under the direction of an Alabama Professional Land Surveyor.
 21. Although the project limits are near a FEMA-regulated floodway, at the time of scope development, it is anticipated that the project improvements can be constructed outside the regulated floodplain and/or floodway. Should that condition change, an amendment for the appropriate permitting will be required.
 22. Landscaping and Lighting Design are not included in this scope.
- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.)
 2. Retaining wall design.
 3. Utility relocation design.
 4. Right-of-Way negotiation services
 5. Permitting (other than NPDES NOI Submittal)

V. Time of Performance

Barge is prepared to begin work within one (1) week upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City.

VI. Client’s Responsibilities

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge’s scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. Traffic Memorandum
- B. Construction plans (30% 60%, 90%,and 100% submittals) and OPCC’s (60, 90 and IFC)
- C. Design and survey CADD files
- D. Right-of-Way deeds and tract sketches
- E. Project manual for bidding

Barge will attend meetings for these tasks in accordance with the list below:

Description	Location	# Occurrences
Kickoff Meeting	Madison	1
30% Design Rev.	Madison	1
60% Design Rev.	Madison	1
90% Design Rev.	Madison	1

VIII. Compensation

Fee Summary Table

Items	Fee Type	Fee Amount
Survey	Lump Sum	\$20,400
Traffic Analysis	Lump Sum	\$16,700
Right-of-Way Documentation	Lump Sum	\$13,700
Roadway Design	Lump Sum	\$148,600
Total	LS	\$199,400



January 19, 2023

Barge Design Solutions
200 Clinton Avenue, Suite 800
Huntsville, Alabama, 35801

ATTN: Mr. Jack Kimbrough

SUBJECT: Proposal for Geotechnical Engineering Study
Brownsferry Rd and Balch Rd Intersection
Madison, Alabama
GTEC Proposal No. 0803-P

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Madison, Alabama. Project information was provided by Mr. Jack Kimbrough during a phone conversation on January 17, 2023. This proposal describes the site and presents a planned scope of services, fees, and anticipated schedule.

GTEC, LLC was established in 2020 with more than 60 years combined experience in geotechnical engineering, environmental assessments, permitting, and construction testing services. We value client relationships and strive to provide services for the development of successful projects.

PROJECT INFORMATION

GTEC understands that Barge Design Solutions has been requested to design improvements for the intersection of Brownsferry Road and Balch Road. The improvement will include a new roundabout, pavements, and striping. The southwest corner of the intersection contains trees and a house, the northwest corner of the intersection contains trees and a subdivision, and the east side of the intersection contains a grassed area and a sidewalk. Drainage is currently handled by an underground stormwater detention system on all three sides of the intersection. GTEC understands that no coordination with the Alabama Department of Transportation (ALDOT) will be required, and the materials report will not be submitted as part of the ALDOT review process.

SCOPE OF SERVICES

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for construction planning. To accomplish this objective, we have developed the following scope of services.



We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

Boring locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our boring locations be surveyed.

Field Activities

GTEC proposes to explore the subsurface conditions with three (3) soil test borings during this study. Each boring will be advanced to a depth of 10 feet, or auger refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings. Additionally, three (3) asphalt cores will be collected from the existing streets, and the underlying base thicknesses will be measured to record the total thickness of the existing pavement sections.

A member of our staff will supervise the drilling activities and visually classify the soil samples in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

- 🌿 Natural Moisture Content (Soil), ASTM D2216
- 🌿 Atterberg Limits, ASTM D4318
- 🌿 California Bearing Ratio, ASTM D1883

Engineering Evaluation and Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

- 🌿 Our understanding of the planned project,
- 🌿 A summary of existing site conditions, site geology, and topography,
- 🌿 Records of test borings outlining the materials encountered at the test locations,
- 🌿 Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- 🌿 Pavement thickness recommendations,
- 🌿 Groundwater concerns, if encountered.



FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of \$6,700.00. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within four to six weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

AUTHORIZATION

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

Paul Finley, Mayor

Printed Name/Title

City of Madison, Alabama

Company Name

Signature and Date

100 Hughes Road, Madison AL 35758

Billing Address

ap@madisonal.gov

Accounts Payable Email Address

CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC

Lori McCafferty, E.I.
Staff Engineer

Jeremy C. Jess, P.E.
Executive Vice President

Attachments: General Terms and Conditions

ORDINANCE NO. 2023-099

**AN ORDINANCE GRANTING A UTILITY EASEMENT
ACROSS CITY PROPERTY AND CONVEYING TWO TRACTS OF PROPERTY TO
MADISON UTILITIES**

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

SECTION 1. That a request has been presented to the City of Madison on behalf of the Water and Wastewater Board of the City of Madison, doing business as Madison Utilities (hereinafter, "Madison Utilities"), an Alabama public utility corporation, requesting the granting of a public utility and easement across two tracts of City-owned property as depicted on Exhibit A, Exhibit B attached hereto and described as follows:

A 50 FOOT WIDE PERMANENT UTILITY, DRAINAGE, AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING LOCATED ON THAT PROPERTY DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE S 02°46'23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88°54'18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01°57'31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88°57'45" E FOR 545.30' TO THE POINT OF BEGINNING OF SAID 50' EASEMENT, THENCE N 02°02'40" E FOR 356.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22°14'43" W FOR 127.52' TO A POINT, THENCE N 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68°00'55" W FOR 128.16' TO A POINT, THENCE N 89°29'43" W FOR 1121.21' TO A POINT, THENCE N 00°31'34" E FOR 50.00' TO A POINT, THENCE S 89°29'43" E FOR 1121.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68°00'55" E FOR 164.78' TO A POINT, THENCE S 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE S 22°14'43" E FOR 168.65' TO A POINT,

THENCE S 02°02'40" W FOR 355.89' TO A POINT, THENCE N 88°57'45" W FOR 50.01' TO THE POINT OF BEGINNING.

SECTION 2. That Madison Utilities has requested the referenced utility easement is necessary to feed water into the Keene Water Plant.

SECTION 3. That the requested easement area is not presently used by the City, and it is not needed for public or municipal purposes.

SECTION 4. That Madison Utilities has also requested that the City transfer ownership of a portion of one tract of City owned property and transfer ownership of another tract of City owned property located near Liberty Drive as depicted on Exhibit C, Exhibit D attached hereto and described as follows:

Tract 1:

3.47 ACRES OF LAND LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK, DOCUMENT NO. 20100506000235370, THENCE S 02°46'23" E FOR 39.59' TO AN IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION BEING DOCUMENT NO. 20041201000539590, THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED RESERVE AT BRIDGEFIELD S 88°54'18" E FOR 610.10' TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING, THENCE CONTINUE S 88°54'18" E ALONG THE RESERVE AT BRIDGEFIELD FOR 673.63' TO AN IRON PIN SET, THENCE N 01°57'31" E FOR 224.74' TO A 5/8" REBAR FOUND, THENCE N 88°57'45" W FOR 673.64' TO AN IRON PIN SET, THENCE S 01°57'31" W FOR 224.06' TO THE POINT OF BEGINNING.

AND ALSO,

Tract 2:

4.92 ACRES LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR

AS RECORDED IN PLAT BOOK 28 PAGE 16 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, THENCE S 88°57'51" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 36°54'14" A CHORD BEARING AND DISTANCE OF N 19°38'58" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38°38'17" A CHORD BEARING AND DISTANCE OF S 69°43'44" E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89°31'51" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01°58'26" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 228.46' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87°32'16" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, ALABAMA, THENCE N 88°52'51" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE CIRCLE, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88°52'51" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01°58'26" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.

SECTION 5. Tracts One and Two, described herein, are no longer needed for the City’s public purpose and the conveyance of these tracts to HU promotes the public purpose of improving the infrastructure of the Keene Water Plant.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a deed granting the above-described easement and conveyance of property in favor of **Madison Utilities** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

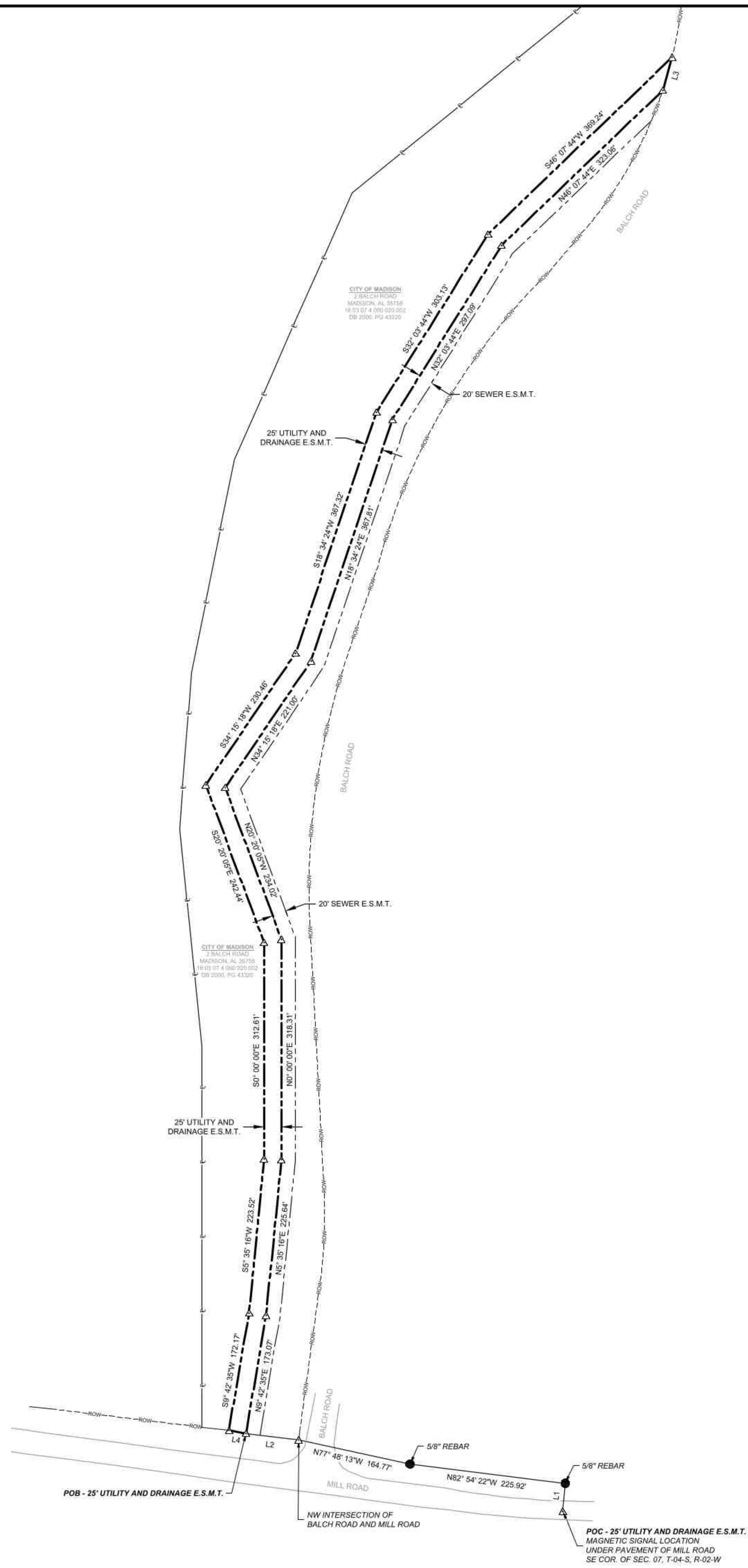
Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

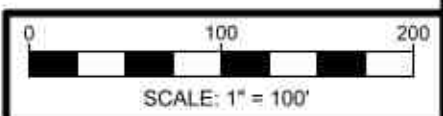
Lisa D. Thomas, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama



ID	LINE BEARING	LINE DISTANCE
L1	N4° 46' 08\"/>	



SPC AL-EAST
NAD 83 (2011)

LEGEND

- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- CONCRETE MONUMENT FOUND
- △ CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- E.S.M.T. EASEMENT

— SURVEYED BOUNDARY LINE

--- ROW --- RIGHT-OF-WAY

--- EASEMENT

LEGAL DESCRIPTION

25' UTILITY AND DRAINAGE EASEMENT (SURVEYED)

A 25 FOOT UTILITY AND DRAINAGE EASEMENT LYING IN THE SE 1/4 OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF DEED BOOK 2008 PAGE 43320 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 WEST, THENCE N 04° 46' 08\"/>

- SURVEYOR'S NOTES**
- EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
 - JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
 - EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
 - THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 - NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
 - HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORS NETWORK).
 - ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
 - DB: 2008, PG: 43320

STATE OF ALABAMA
COUNTY OF MADISON

I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GAUSDEN, AL 35901, HEREBY CERTIFY 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.

Allen R. McCreless
ALLEN R. MCCRELESS
AL. PLS NO. 30815

02/08/2023
DATE

SCALE: AS SHOWN

DATE: FEBRUARY 2023

REVISED

02/08/2023 | BOUNDARY

PROJECT NO: R040120579

SHEET NO. 1 of 1



224 BROAD STREET
SUITE 201
GAUSDEN, AL 35901
PH: (256) 543-9431

BOUNDARY SURVEY
PREPARED FOR: MADISON UTILITIES
PROPERTY LYING IN THE SE 1/4 OF SEC. 07, T-04-S, R-02-W
HUNTSVILLE MERIDIAN, MADISON, ALABAMA



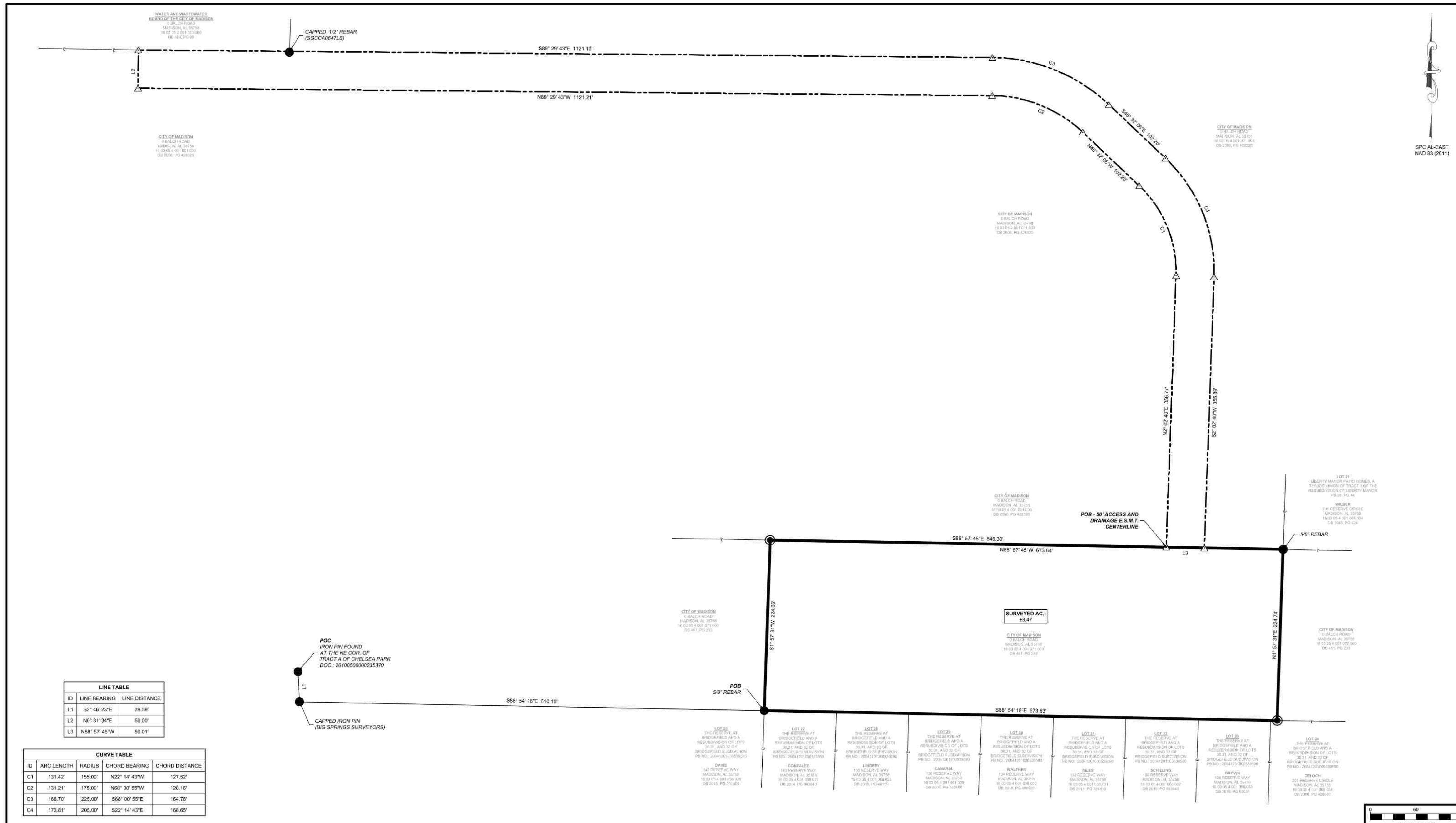


224 BROAD STREET
SUITE 201
GADSDEN, AL 35901
PH: (256) 543-9431

BOUNDARY SURVEY
PREPARED FOR: MADISON UTILITIES
PROPERTY LYING IN THE SE 1/4 OF SEC. 05, T-04-S, R-02-W
HUNTSVILLE MERIDIAN, MADISON, ALABAMA



SCALE: AS SHOWN
DATE: FEBRUARY 2023
REVISED
02/08/2023 BOUNDARY
PROJECT NO: R040120579
SHEET No. 1 of 1



LINE TABLE

ID	LINE BEARING	LINE DISTANCE
L1	S2° 46' 23"E	39.59'
L2	N0° 31' 34"E	50.00'
L3	N88° 57' 45"W	50.01'

CURVE TABLE

ID	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	131.42'	155.00'	N22° 14' 43"W	127.52'
C2	131.21'	175.00'	N68° 00' 55"W	128.16'
C3	168.70'	225.00'	S68° 00' 55"E	164.78'
C4	173.81'	205.00'	S22° 14' 43"E	168.65'

LEGEND

●	PROPERTY CORNER SET CAPPED 5/8" REBAR (CDG CA-0026-LS)	———	SURVEYED BOUNDARY LINE
●	PROPERTY CORNER FOUND	---	RIGHT-OF-WAY
■	CONCRETE MONUMENT FOUND	- - - -	EASEMENT
△	CALCULATED POINT		
POB	POINT OF BEGINNING		
POC	POINT OF COMMENCEMENT		
E.S.M.T.	EASEMENT		

BOUNDARY (SURVEYED)
3.47 ACRES OF LAND LOCATED IN THE SE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE OFFICE OF MADISON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK, DOCUMENT NO. 20100506000235370, THENCE S 02° 46' 23" E FOR 39.59' TO AN IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION BEING DOCUMENT NO. 20041201000539590, THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED RESERVE AT BRIDGEFIELD S 88° 54' 18" E FOR 610.10' TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING, THENCE CONTINUE S 68° 54' 18" E ALONG THE RESERVE AT BRIDGEFIELD FOR 673.63' TO AN IRON PIN SET, THENCE N 01° 57' 31" W FOR 224.74' TO A 5/8" REBAR FOUND, THENCE N 88° 57' 45" W FOR 673.64' TO AN IRON PIN SET, THENCE S 01° 57' 31" W FOR 224.06' TO THE POINT OF BEGINNING.

50' UTILITY AND INGRESS AND EGRESS EASEMENT (SURVEYED)
A 50 FOOT WIDE UTILITY AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE OFFICE OF MADISON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE OFFICE OF MADISON COUNTY, THENCE S 02° 46' 23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88° 54' 18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01° 57' 31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88° 57' 45" E FOR 645.30' TO THE POINT OF BEGINNING OF 540' 50" EASEMENT, THENCE N 02° 02' 40" E FOR 556.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22° 14' 43" W FOR 127.52' TO A POINT, THENCE N 46° 32' 08" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68° 00' 55" W FOR 128.16' TO A POINT, THENCE N 89° 29' 43" W FOR 1121.21' TO A POINT, THENCE N 03° 31' 34" E FOR 50.00' TO A POINT, THENCE S 89° 29' 43" E FOR 1121.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68° 00' 55" E FOR 164.78' TO A POINT, THENCE S 46° 32' 08" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE S 22° 14' 43" E FOR 168.65' TO A POINT, THENCE S 02° 02' 40" W FOR 556.89' TO A POINT, THENCE N 88° 57' 45" W FOR 50.01' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
- THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
- HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORRS NETWORK).
- ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
 - DB-451, PG. 233
 - DB-2006, PG. 428320

LAND SURVEYOR'S CERTIFICATE

STATE OF ALABAMA
COUNTY OF MADISON

I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GADSDEN, AL 35901, HEREBY CERTIFY 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.

Allen R. McCreless
ALLEN R. MCCRELESS
AL. PLS NO. 30815

02/08/2023
DATE

S:\AU TRANS MAIN BOUNDARY SURVEY.DWG



224 BROAD STREET
SUITE 201
GADSDEN, AL 35901
PH: (256) 543-9431

BOUNDARY SURVEY
PREPARED FOR: MADISON UTILITIES
PROPERTY LYING IN THE SW 1/4 OF SEC. 05, T-04-S, R-02-W
HUNTSVILLE MERIDIAN, MADISON, ALABAMA

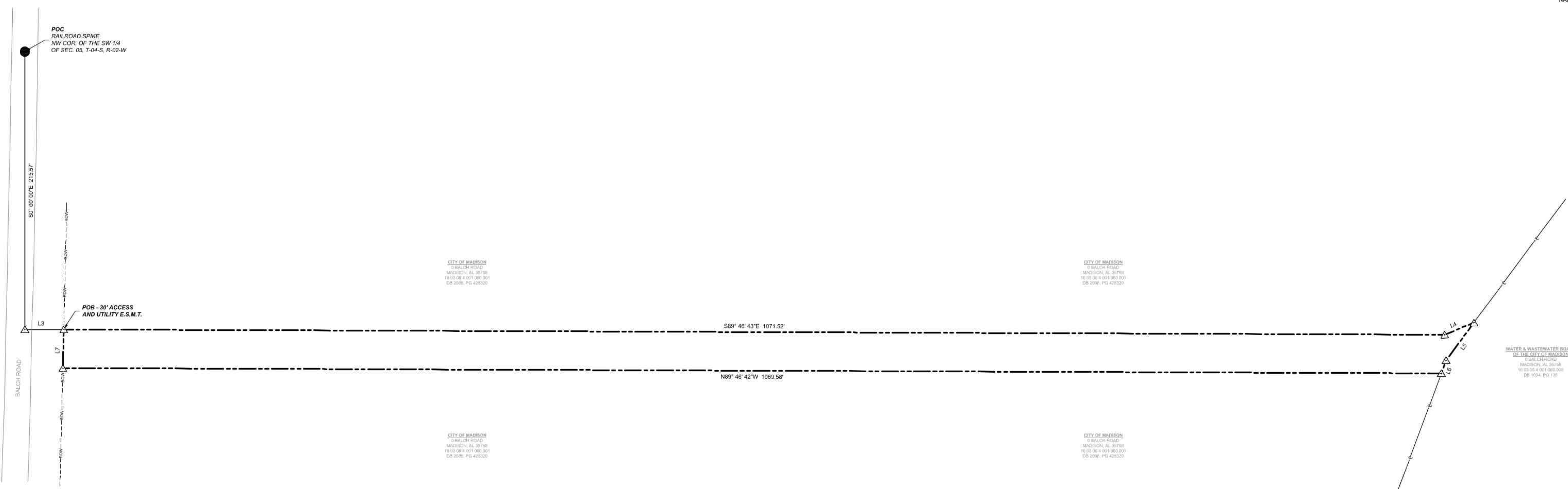


SCALE: AS SHOWN
DATE: FEBRUARY 2023
REVISED

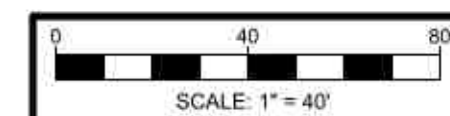
PROJECT NO: R040120579

SHEET NO. 1 of 1

SPC AL-EAST
NAD 83 (2011)



LINE TABLE		
ID	LINE BEARING	LINE DISTANCE
L3	N90° 00' 00"E	30.28'
L4	N67° 30' 00"E	24.73'
L5	S36° 32' 40"W	36.55'
L6	S20° 18' 21"W	10.76'
L7	N1° 21' 38"E	30.00'



LEGEND	
	PROPERTY CORNER SET CAPPED 3/8" REBAR (CDG CA-0026-LS)
	PROPERTY CORNER FOUND
	CONCRETE MONUMENT FOUND
	CALCULATED POINT
	POB POINT OF BEGINNING
	POC POINT OF COMMENCEMENT
	E.S.M.T. EASEMENT
	SURVEYED BOUNDARY LINE
	RIGHT-OF-WAY
	EASEMENT

LEGAL DESCRIPTION

30' ACCESS AND UTILITY EASEMENT (SURVEYED)

THE HEREON IS A DESCRIPTION OF A 30' IN WIDTH PERMANENT ACCESS AND UTILITY EASEMENT BEING A PART OF DEED BOOK 2006 PAGE 428320 LYING IN THE SW 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE SW 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST; THENCE S 00° 00' 00" E FOR 215.57' TO A POINT; THENCE N 90° 00' 00" E FOR 30.28' TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF BALCH ROAD AND BEING THE POINT OF BEGINNING OF SAID EASEMENT; THENCE LEAVING SAID RIGHT-OF-WAY S 89° 46' 43" E FOR 1071.52' TO A POINT; THENCE N 67° 30' 00" E FOR 24.73' TO A POINT; THENCE S 36° 32' 40" W FOR 36.55' TO A POINT; THENCE S 20° 18' 21" W FOR 10.76' TO A POINT; THENCE N 89° 46' 42" W FOR 1069.58' TO A POINT LYING ON THE EAST RIGHT-OF-WAY OF BALCH ROAD; THENCE ALONG SAID RIGHT-OF-WAY N 01° 21' 38" E FOR 30.00' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES

- EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON.
- EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
- THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH.
- HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORS NETWORK).
- ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:
 - DB: 2006, PG. 428320

LAND SURVEYOR'S CERTIFICATE

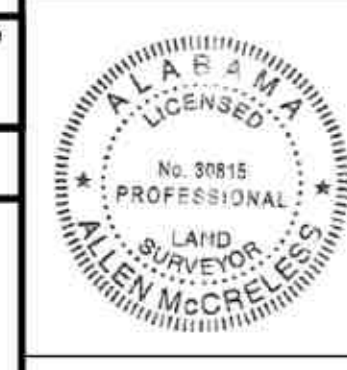
STATE OF ALABAMA
COUNTY OF MADISON

I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GADSDEN, AL 35901, HEREBY CERTIFY 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.

ALLEN R. MCCRELESS
AL. PLS NO. 30815

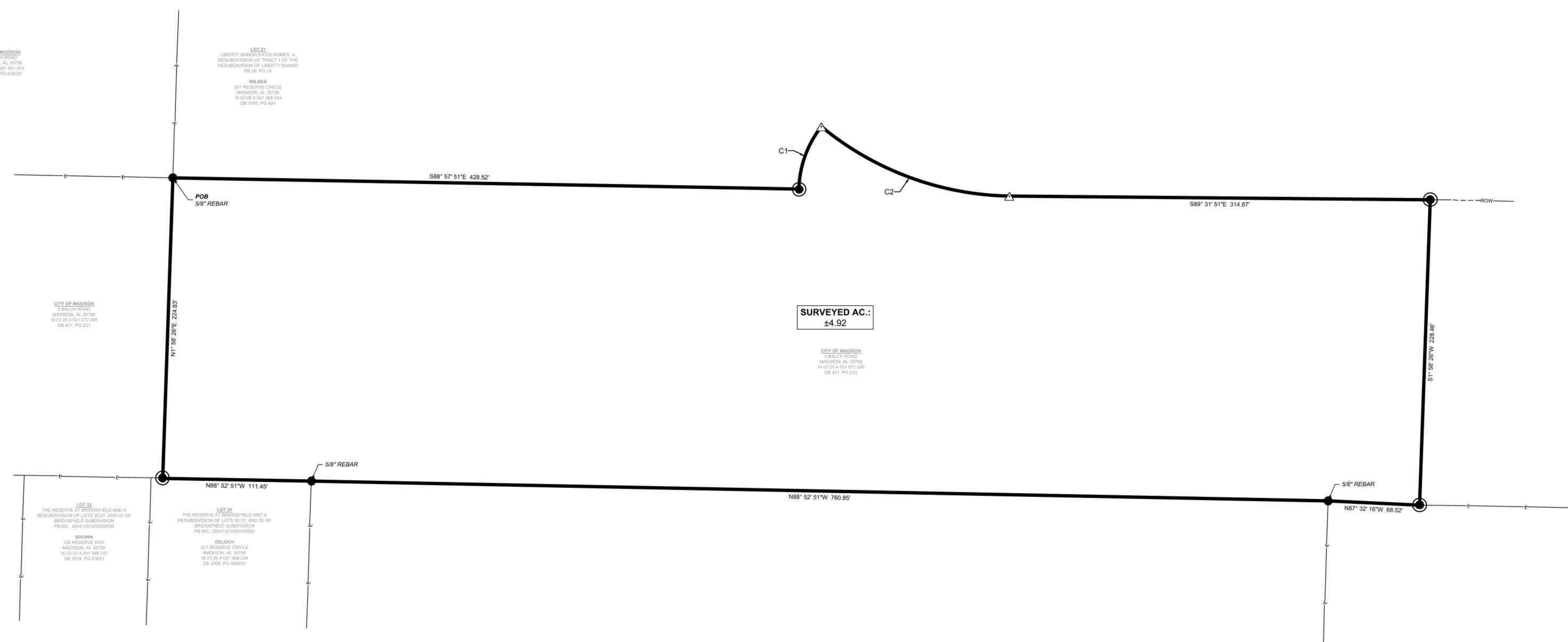
02/08/2023
DATE

S:\AU TRANS MAIN BOUNDARY SURVEY.dwg



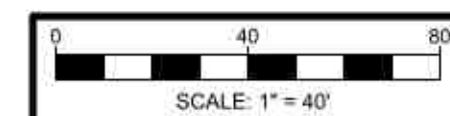
SCALE: AS SHOWN
DATE: FEBRUARY 2023
REVISED

PROJECT NO: R040120579
SHEET NO. 1 of 1



SURVEYED AC.:
±4.92

ID	ARC LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	50.50'	78.40'	N19° 38' 58"E	49.63'
C2	152.79'	226.57'	S69° 43' 44"E	149.91'



LEGEND	LEGAL DESCRIPTION	SURVEYOR'S NOTES	LAND SURVEYOR'S CERTIFICATE
<ul style="list-style-type: none"> PROPERTY CORNER SET CAPPED 5/8" REBAR (CDG CA-0026-LS) PROPERTY CORNER FOUND CONCRETE MONUMENT FOUND CALCULATED POINT POB POINT OF BEGINNING POC POINT OF COMMENCEMENT E.S.M.T. EASEMENT 	<p>BOUNDARY (SURVEYED)</p> <p>4.92 ACRES LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR AS RECORDED IN PLAT BOOK 28 PAGE 16 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, THENCE S 88° 57' 51" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 30° 54' 14" A CHORD BEARING AND DISTANCE OF N 19° 38' 58" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38° 38' 17" A CHORD BEARING AND DISTANCE OF S 69° 43' 44" E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89° 51' 1" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01° 58' 26" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 228.46' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87° 32' 16" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, THENCE N 88° 52' 51" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE CIRCLE, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88° 52' 51" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01° 58' 26" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.</p>	<ol style="list-style-type: none"> EASEMENTS, RIGHT-OF-WAYS, AND OTHER EXCEPTIONS MAY EXIST THAT ARE NOT SHOWN HEREON. JURISDICTIONAL ZONING RESTRICTIONS MAY EXIST THAT ARE NOT SHOWN HEREON. EXISTING IMPROVEMENTS AND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH. HORIZONTAL AND VERTICAL DATUMS USED FOR SURVEY ARE NAD 83 (2011) AND NAVD 88, RESPECTIVELY. BEARINGS ARE BASED ON GNSS, STATE PLANE COORDINATE SYSTEM, ALABAMA EAST ZONE, AND OBSERVATIONS USING RTK (ALDOT CORS NETWORK). ADDITIONS OR DELETIONS TO SURVEY DRAWINGS BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. RECORDS UTILIZED IN THE EXECUTION OF THIS SURVEY INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING: <ul style="list-style-type: none"> DB: 451, PG: 233 DB: 285, PG: 94 DB: 2022, PG 7706 PB: 28, PG: 16 	<p>STATE OF ALABAMA COUNTY OF MADISON</p> <p>I, ALLEN R. MCCRELESS, A REGISTERED PROFESSIONAL LAND SURVEYOR AT 224 BROAD STREET, SUITE 201, GADSDEN, AL 35901, HEREBY CERTIFY 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.</p> <p><i>Allen R. McCreless</i> ALLEN R. MCCRELESS AL. PLS NO. 3815</p> <p>02/08/2023 DATE</p>

S:\AU TRANS MAIN-NEW BOUNDARY SURVEY.dwg

STATE OF ALABAMA)
)
COUNTY OF MADISON) W A R R A N T Y D E E D

THIS INDENTURE made and entered into on this the ____ day of _____, 2023, by and between **THE CITY OF MADISON, an Alabama municipal corporation**, as Grantor, and **THE WATER AND WASTEWATER BOARD OF THE CITY OF MADISON, a public utility corporation organized under the laws of the State of Alabama doing business as MADISON UTILITIES**, as Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of Ten and no/100 Dollars to it cash in hand paid this day by the Grantee, and other good and valuable consideration, receipt of which is hereby acknowledged, has this day given, granted, bargained, sold and conveyed and does by these presents give, grant, bargain, sell and convey unto the Grantee the following described real estate lying and being situated in the County of Madison, State of Alabama, to-wit:

Tract 1:

3.47 ACRES OF LAND LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK, DOCUMENT NO. 20100506000235370, THENCE S 02°46'23" E FOR 39.59' TO AN IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION BEING DOCUMENT NO. 20041201000539590, THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED RESERVE AT BRIDGEFIELD S 88°54'18" E FOR 610.10' TO A 5/8" REBAR FOUND AT THE POINT OF BEGINNING, THENCE CONTINUE S 88°54'18" E ALONG THE RESERVE AT BRIDGEFIELD FOR 673.63' TO AN IRON PIN SET, THENCE N 01°57'31"E FOR 224.74' TO A 5/8" REBAR FOUND, THENCE N 88°57'45" W FOR 673.64' TO AN IRON PIN SET, THENCE S 01°57'31" W FOR 224.06' TO THE POINT OF BEGINNING.

AND ALSO,

Tract 2:

4.92 ACRES LOCATED IN THE NE ¼ OF THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING A PART OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 451 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 21 OF A RESUBDIVISION OF TRACT ONE OF A RESUBDIVISION OF LIBERTY MANOR AS RECORDED IN PLAT BOOK 28 PAGE 16 IN THE OFFICE OF THE PROBATE JUDGE OF MADISON COUNTY, ALABAMA, THENCE S 88°57'51" E ALONG THE SOUTH LINE OF SAID LIBERTY MANOR FOR 428.52' TO AN IRON PIN SET ON THE EAST LINE OF AN EXISTING UNNAMED ROAD, THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.40' AND A CENTRAL ANGLE OF 36°54'14" A CHORD BEARING AND DISTANCE OF N 19°38'58" E FOR 49.63' TO THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE, THENCE LIBERTY DRIVE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 226.57' AND A CENTRAL ANGLE OF 38°38'17" A CHORD BEARING AND DISTANCE OF S 69°43'44"

E FOR 149.91' TO A POINT, THENCE CONTINUE ALONG THE SOUTH RIGHT OF WAY OF LIBERTY DRIVE S 89°31'51" E FOR 314.87' TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 285 PAGE 94, THENCE S 01°58'26" W ALONG THE WEST LINE OF DEED BOOK 285 PAGE 94 FOR 228.46' TO AN IRON PIN SET ON THE NORTH LINE OF THAT PROPERTY AS DESCRIBED IN DEED BOOK 2022 PAGE 7706, THENCE N 87°32'16" W ALONG THE NORTH LINE OF DEED BOOK 2022 PAGE 7706 FOR 68.52' TO A 5/8' REBAR FOUND AT THE NORTHEAST CORNER OF LOT 41 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31 AND 32 OF BRIDGEFIELD SUBDIVISION FOURTH ADDITION AS RECORDED IN INSTRUMENT NUMBER 20041201000539590 IN THE OFFICE OF THE PROBATE OF MADISON COUNTY, ALABAMA, THENCE N 88°52'51" W ALONG THE NORTH LINE OF SAID RESERVE AT BRIDGEFIELD FOR 760.85' TO A 5/8" REBAR FOUND AT THE NORTHEAST CORNER OF LOT 34 OF SAID RESERVE AND SAID PIN ALSO BEING ON THE WEST RIGHT OF WAY OF RESERVE CIRCLE, HAVING A 50' RIGHT OF WAY, THENCE CONTINUE N 88°52'51" W FOR 111.45' TO AN IRON PIN SET ON THE NORTH LINE OF LOT SAID LOT 34, THENCE N 01°58'26" E FOR 224.83' TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED 4.92 ACRES IS SUBJECT TO ANY EASEMENTS OF RECORD OR NOT OF RECORD.

TOGETHER WITH A UTILITY, DRAINAGE, INGRESS AND EGRESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 50 FOOT WIDE PERMANENT UTILITY, DRAINAGE, AND INGRESS AND EGRESS EASEMENT LOCATED IN THE SE ¼ OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 2 WEST AND BEING LOCATED ON THAT PROPERTY DESCRIBED IN DEED BOOK 461 PAGE 233 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF TRACT A OF CHELSEA PARK AS RECORDED IN INSTRUMENT 20100506000235370 IN THE PROBATE RECORDS OF MADISON COUNTY, ALABAMA, THENCE S 02°46'23" E FOR 39.59' TO A CAPPED IRON PIN FOUND (BIG SPRINGS SURVEYORS) AT THE NORTHWEST CORNER OF LOT 23 OF THE RESERVE AT BRIDGEFIELD AND A RESUBDIVISION OF LOTS 30, 31, AND 32 OF BRIDGEFIELD SUBDIVISION, FOURTH ADDITION AS RECORDED IN DOCUMENT 20041201000539590, THENCE S 88°54'18" E ALONG THE NORTH LINE OF THE RESERVE AT BRIDGEFIELD FOR 610.10' TO A 5/8" REBAR FOUND, THENCE N 01°57'31" E FOR 224.06' TO AN IRON PIN SET, THENCE S 88°57'45" E FOR 545.30' TO THE POINT OF BEGINNING OF SAID 50' EASEMENT, THENCE N 02°02'40" E FOR 356.77' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 155.00', A TANGENT OF 69.95', AND A CHORD BEARING AND DISTANCE OF N 22°14'43" W FOR 127.52' TO A POINT, THENCE N 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', A TANGENT OF 68.86', AND A CHORD BEARING AND DISTANCE OF N 68°00'55" W FOR 128.16' TO A POINT, THENCE N 89°29'43" W FOR 1121.21' TO A POINT, THENCE N 00°31'34" E FOR 50.00' TO A POINT, THENCE S 89°29'43" E FOR 1121.19' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00', A TANGENT OF 88.54', AND A CHORD BEARING AND DISTANCE OF S 68°00'55" E FOR 164.78' TO A POINT, THENCE S 46°32'06" E FOR 102.20' TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 205.00', A TANGENT OF 92.52', AND A CHORD BEARING AND DISTANCE OF S 22°14'43" E FOR 168.65' TO A POINT, THENCE S 02°02'40" W FOR 355.89' TO A POINT, THENCE N 88°57'45" W FOR 50.01' TO THE POINT OF BEGINNING.

Said easements being for the establishment, construction, installation, maintenance, repair, operation, use, replacement, relocating, upgrading, changing the size of and/or removal, at all or any time(s), of such improvements, facilities, equipment, fixtures, and appurtenances as may be necessary for the provision of electricity, water, gas, and any and all utilities together with the unimpaired right of entry and re-entry from time to time as occasion may require; the right to maintain said easements granted clear of trees, undergrowth and brush; and other purposes not

inconsistent with the rights herein granted, with all the rights and privileges necessary or convenient for the full enjoyment and use thereof, for all the purposes above stated.

TO HAVE AND TO HOLD the real estate above described, together with all and singular the rights, privileges, tenements, and improvements thereunto belonging or in anywise appertaining unto the Grantee and unto its successors and assigns forever, together with the right of entry and re-entry from time to time as occasion may require for the use of the easements hereinabove described, and together with the right to use and enjoy the utility, drainage, ingress and egress easements above described, provided that the Grantor expressly secures the right to use and enjoy the utility, drainage, ingress and egress easements above described but such use and enjoyment shall be in such a manner as not to unreasonably interfere with the use thereof, by the Grantee, its successors and assigns under the Grant herein set forth. Grantor does hereby covenant with and represent unto the Grantee that it is lawfully seized in fee of the lands above described; that the same is free of all liens and encumbrances; that it has a good and lawful right to sell and convey the same and that he will forever defend the title to the same unto the Grantee and to its successors and assigns forever, against the lawful claims and demands of all persons whomsoever. There is hereby excepted from all of the foregoing warranties and covenants the following:

1. Ad valorem taxes for the year 2023 and subsequent years.
2. Restrictions and easements of record, if any.

Pursuant to and in accordance with Section 40-22-1 of the Code of Alabama (1975), the following information is offered in lieu of submitting Form RT-1:

Grantor's Address: _____
 Grantee's Address: _____
 Property Address: _____
 Property Value: _____

The purchase price or actual value claimed in this instrument can be verified in the following documentary evidence:

- Bill of Sale Sales Contract Closing Statement Appraisal
- Other: Tax Assessor's Records

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed on the day and year first above written.

GRANTOR:

THE CITY OF MADISON, an Alabama municipal corporation

ATTEST:

Lisa Thomas, City Clerk-Treasurer

By: _____
Paul Finley, Mayor

STATE OF ALABAMA)
)
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of THE CITY OF MADISON, ALABAMA, an Alabama municipal corporation, 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 foregoing instrument, they, in their capacities as Mayor and City Clerk-Treasurer and with full authority, executed the same voluntarily and as the act of said municipal corporation on the day the same bears date.

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

NOTARY PUBLIC
My commission expires: _____

THIS INSTRUMENT WAS PREPARED SOLELY FROM INFORMATION PROVIDED TO THE PREPARER OF THIS INSTRUMENT WHO CONDUCTED NO TITLE EXAMINATION AND ISSUED NO TITLE OPINION OR TITLE INSURANCE.

THIS INSTRUMENT PREPARED BY: W. TY STAFFORD, LANIER FORD SHAVER & PAYNE P.C., 2101 WEST CLINTON AVENUE, SUITE 102, HUNTSVILLE, ALABAMA 35805. (256) 535-1100

RESOLUTION NO. 2023-091-R

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ESO FOR SUBSCRIPTION TO HISTORICAL DATA

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City an agreement to renew a subscription to historical data maintained by ESO, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "ESO Quote." The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

ESO SUBSCRIPTION AGREEMENT

This ESO Subscription Agreement (this "*Agreement*") is entered into as of the date indicated on the duly executed Quote which adopts this Agreement ("*Effective Date*") by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "*ESO*") and Customer (or the governing or controlling authority thereof), as indicated on the Quote or other ordering document. This Agreement consists of these terms and conditions (the "*General Terms & Conditions*"), the Quote adopting this Agreement, the Business Associate Addendum, and any other Addenda (as defined below) executed by the parties. The parties agree hereby that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

"*Add-On Software*" means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

"*Addendum*" means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

"*Anonymized Data*" means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"*Customer Data*" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"*Deliverable*" means software, report, or other work product created pursuant to a Statement of Work.

"*Documentation*" means the Software's user guides and operating manuals.

"*Feedback*" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"*Intellectual Property*" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"*Outage*" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"*Professional Services*" means professional services provided by ESO under a Statement of Work.

"*Protected Health Information*" or "*PHI*" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"*Reporting Services*" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"*SaaS*" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis.

"*Scheduled Downtime*" means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

"*Software*" means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software and SaaS are collectively referred to as Software.

"*Support Services*" means those services described in Exhibit A.

"*Third-Party Data*" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"*Third-Party Service*" means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

"*Third-Party Software*" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"*Use Restrictions*" means the restrictions imposed on Customer's use of Software as described in Section 3.2.

"*User*" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

3. **SUBSCRIPTION TO SOFTWARE**

3.1. **Grant of Subscription: SaaS.** For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

- 3.2. **Use Restrictions.** Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).
- 3.3. **Ownership.** The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.
- 3.4. **Third-Party Software and Services.** This Section 3.4 applies to Third- Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.
- 3.4.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services.
- 3.4.2. **Third-Party Data.** If Customer (as indicated on an Addendum) elects to license Third-Party Data, then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third- Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.
4. **HOSTING, SLA & SUPPORT SERVICES**
- 4.1. **Hosting & Access Obligations.** ESO shall host and manage the SaaS. Customer is solely responsible for obtaining, maintaining, and securing its network devices and connections for its access of the SaaS, and acknowledges such devices and connections are essential to the effective operation of the Software. Customer is solely responsible for the performance and security of any network, service, or device not provided or managed by ESO. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.
- 4.2. **Service Level Agreement.** If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "*Uptime Commitment*"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. **Scheduled Downtime.** ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.
- 4.4. **Support and Updates.** During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit A, which is incorporated herein by reference.
5. **FEES**
- 5.1. **Fees.** In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s) (collectively, "*Fees*"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.
- 5.2. **Third-Party Payer.** If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "*Third-Party Payer*"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. **Uplift on Renewal.** Fees for Software, which recur annually, shall increase by 5% each year this Agreement is in effect.
- 5.4. **Taxes and Fees.** The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.5. **Appropriation of Funds.** If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.

5.6. **Usage Monitoring.** Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "Overage"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.

6. TERM AND TERMINATION

- 6.1. **Term.** The term of this Agreement (the "Term") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.
- 6.2. **Termination for Cause.** Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. **Effect of Termination.**
- 6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.
- 6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.
- 6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.
- 6.4. **Delivery of Data.** ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. **Material Performance of Software.** After it is fully implemented (and subject to Customer's obligations under Sections 3.2 and 4.1, and any applicable Software Schedule), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.
- 7.2. **Due Authority.** Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated hereby is duly authorized by all necessary corporate or government action.

8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

- 9.1. "**Confidential Information**" refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, reports, or other information concerning ESO's security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) as to ESO, Customer's Feedback; or (v) is PHI (which shall be governed by the Business Associate Agreement rather than this Section).
- 9.2. **Nondisclosure.** Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "Purpose"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. **Termination & Return.** With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.
- 9.4. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.5. **Open Records and Other Laws.** Notwithstanding anything in this Section to the contrary, the parties acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law (including a lawful public records request), provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:
- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
 - 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
 - 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
 - 10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of \$1 million.
11. **INDEMNIFICATION**
- 11.1. **IP Infringement.** Subject to the limitations in Section 12, ESO shall indemnify and defend Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "Indemnified Claim"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.
 - 11.2. **Indemnification Procedures.** Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.
12. **LIMITATION OF LIABILITY**
- 12.1. **LIMITATION OF DAMAGES.** NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.
 - 12.2. **SPECIFIC LIABILITY.** LIABILITY SHALL BE LIMITED AS FOLLOWS:
 - (a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO \$500,000.
 - (b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO \$1,000,000.
 - (c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.
 - 12.3. **GENERAL LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.
 - 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
 - 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.
13. **CUSTOMER DATA & PRIVACY**
- 13.1. **Ownership of Data.** As between ESO and Customer, all Customer Data shall be owned by Customer.
 - 13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

- 13.3. **Anonymized Data.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED CUSTOMER DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

14. WORK PRODUCT

- 14.1. **Work Product Ownership.** In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Addendum gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

- 15.1. **Compliance with Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement.
- 15.2. **Business Associate Addendum.** The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.
- 15.3. **Equal Opportunity.** The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).
- 15.4. **Excluded Parties List.** ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

16. PHI ACCURACY & COMPLETENESS

- 16.1. **Customer Responsibilities.** The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.
- 16.2. **HDE Customer Certifications.** In the interest of furthering community health through the power of data, ESO encourages Customers subscribing to ESO's Health Data Exchange ("HDE") Software to empower joint healthcare providers by incorporating relevant, HIPAA-compliant data elements in Customer's outgoing patient care records delivered through HDE. ESO may periodically accredit qualifying customers based on the quality and quantity of data delivered; Customer may reference such certification in marketing materials.

17. MISCELLANEOUS

- 17.1. **Independent Contractors.** The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. **Notices.** Notices provided under this Agreement must be in writing and delivered by (a) a recognized delivery service with signature-receipt proof of delivery to a party's principal place of business designated on page 1 hereof, (b) hand delivered, or (c) e-mail to a person designated in writing by the receiving party. In the case of delivery by e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (c). The notice will be deemed given on the day the notice is received.
- 17.3. **Merger Clause.** In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. **Subcontracting.** Except for Support Services, and training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.
- 17.6. **Modifications and Amendments.** This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.
- 17.7. **Force Majeure.** No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Addendum.
- 17.8. **Marketing.** If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.

- 17.9. **Waiver & Breach.** Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.
- 17.10. **Survival of Terms.** Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. **Ambiguous Terms.** This Agreement will not be construed against any party by reason of its preparation.
- 17.12. **Governing Law.** This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity or agency thereof, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- 17.13. **No Class Actions.** NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.14. **Dispute Resolution.** Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.15. **Technology Export.** Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.16. **Order of Precedence.** In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.17. **Counterparts.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.18. **Signatures.** Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

EXHIBIT A
SUPPORT SERVICES ADDENDUM

1. DEFINITIONS. Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.
 - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
 - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
 - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
 - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
 - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
 - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
 - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
 - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g., a User cannot access the Software due to unscheduled downtime or an Outage).
 - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Software).
 - 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g., User is experiencing latency in reports).
 - 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
 - 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
 - 1.4. "Online Support" means information available through ESO's website (www.eso.com), including frequently asked questions and bug reporting via Live Chat.
 - 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
 - 1.6. "Update" means an update or revision to Software, typically for Error Correction.
 - 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
 - 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.

2. SUPPORT SERVICES.
 - 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
 - 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); (b) Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
- 2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.
3. ERROR PRIORITY LEVELS. Customer will report all Errors to ESO via e-mail (support@eso.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
 - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
 - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
 - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
 - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. CONSULTING SERVICES. If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. EXCLUSIONS.
 - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
 - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
 - 5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
 - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. MISCELLANEOUS. The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to PHI.** Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.
13. **Accounting of Disclosures.** Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. **Other Obligations.** To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. **Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. **Breach of Contract by Business Associate.** In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. **Effect of Termination of Agreement.** Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. **Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. **Owner of PHI.** Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. **Safeguards and Appropriate Use of Protected Health Information.** Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. **Signatures.** The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.



Quote Date: 02/10/2023
 Customer Name: Madison Fire & Rescue (AL)
 Quote #: Q-105160
 Quote Expiration date: 05/11/2023
 ESO Account Manager: William Mason

CUSTOMER CONTACT

Customer Madison Fire & Rescue (AL)
 Name Dustin Spires
 Email dustin.spires@madisonal.gov
 Phone (256) 755-0148

BILLING CONTACT

Payor Madison Fire & Rescue (AL)
 Name Brandy Williams
 Email brandy.williams@madisonal.gov
 Phone 256-990-7539
 Address 101 Mill Road
 Madison AL, 35758
 Billing Frequency Annual
 Initial Term 12 months

ER Fire

Product	Volume	Total	Fee Type
ER Fire - Historical Data Access	1	\$500.00	Recurring
		Total Recurring Fees	\$ 500.00
		Total One-Time Fees	\$ 0.00
		TOTAL FEES	\$ 500.00



Quote Date: 02/10/2023
Customer Name: Madison Fire & Rescue (AL)
Quote #: Q-105160
Quote Expiration date: 05/11/2023
ESO Account Manager: William Mason

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

- 2. The Effective Date of this Quote shall be the date of Customer's signature.
- 3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.
- 4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Madison Fire & Rescue (AL)

Signature: _____

ATTEST:

Print Name: **Paul Finley** _____

Lisa D. Thomas

Title: **Mayor** _____

Date: _____

For ER Fire, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 02/10/2023
Customer Name: Madison Fire & Rescue (AL)
Quote #: Q-105160
Quote Expiration date: 05/11/2023
ESO Account Manager: William Mason

Item A.

ER Fire

Product	Description
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ER Fire - Historical Data Access



Quote Date: 02/10/2023
 Customer Name: Madison Fire & Rescue (AL)
 Quote #: Q-105160
 Quote valid until: 05/11/2023
 ESO Account Manager: William Mason

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact	David Bailey, Fire Chief	david.bailey@ madisonal.gov	256-772-3326
Invoicing Contact	Brandy Williams, Deputy Fire Chief	brandy.williams@ madisonal.gov	256-990-7539
Legal Contact	Brian Kilgore, City Attorney	brian.kilgore@ madisonal.gov	256-772-5681
Software Administrator Contact	Dustin Spires, Deputy Fire Chief/ Fire Marshall	dustin.spires@ madisonal.gov	256-755-0148
Privacy HIPAA Contact	Dustin Spires, Deputy Fire Chief/ Fire Marshall	dustin.spires@ madisonal.gov	256-755-0148
Tax Exempt	YES OR NO Yes	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO Yes	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com and your sales representative.

RESOLUTION NO. 2023-049-R

A RESOLUTION PROVIDING FOR THE ORGANIZATION OF THE COUNCIL-MANAGER FORM OF GOVERNMENT SHOULD SAID FORM OF GOVERNMENT BE APPROVED AS PROVIDED IN THE COUNCIL-MANAGER ACT OF 1982

WHEREAS, pursuant to the “Council-Manager Act of 1982,” which is codified as Sections 11-43A-1 through 11-43A-52 of the *Code of Alabama* (1975), on February 17, 2023 , the Judges of Probate of Madison and Limestone Counties, Alabama, certified to the Mayor of the City of Madison, Alabama (the “City”) the sufficiency of a petition asking that the question of the adoption of the council-manager form of government be submitted to the qualified voters of the City; and

WHEREAS, the City is a Class 8 municipality that currently has the mayor-council form of government where the council members are elected from single member districts and the mayor is elected at large; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, as follows:

Section 1. If the council-manager form of government is adopted as provided by the Council-Manager Act of 1982, then the Council of the City of Madison shall be composed of seven members as follows: One member shall be the mayor elected at large, who shall be a voting member of the Council, and six members shall be council members elected from single-member districts.

Section 2. The City Council directs that the question to be submitted shall be printed in plain, prominent type on separate ballots and shall read as follows:

“Shall the council-manager form of government as provided by the Council-Manager Act of 1982 be adopted for the City of Madison consisting of seven members as follows: One member shall be the mayor elected at large, who shall be a voting member of the Council, and six members shall be council members elected from single-member districts?

Yes _____ No _____”

The voter shall mark his ballot with a cross mark (X) after the word which expresses his choice.

Section 3. Pursuant to Section 11-43A-3 of the *Code of Alabama* (1975), the City Council directs the Mayor to, by proclamation, submit the question of the adoption of the council-manager form of government for such municipality under this article, at a special election to be held at a time specified in such proclamation, not less than 40 days nor more than 90 days after the receipt of said certificate from said judge of probate.

Section 4. Pursuant to Section 11-43A-6 of the *Code of Alabama* (1975), if the majority of votes shall be “yes” or in favor of the adoption of the council-manager form of government, then City Council directs the Mayor within five days of the election to transmit to the Governor, to the Secretary of State, and to the Judges of Probate of Madison and Limestone Counties, each, a certificate of adoption stating that such question was adopted by the City.

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-101-R

**AUTHORIZATIOIN OF A JOINT PURCHASING AGREEMENT BY AND BETWEEN
THE CITY OF MADISON, ALABAMA AND
HUNTSVILLE, ALABAMA**

WHEREAS, the City of Madison (hereinafter, “Madison”) and Huntsville, Alabama (hereinafter, “Huntsville”) desire to enter into a Joint Purchase Agreement pursuant to the terms of Alabama Code § 41-16-50(b) to provide for the purchase of light duty vehicles for use of Madison; and

WHEREAS, Huntsville currently holds a contract with Woody Anderson Ford, Inc. (Contract #101-2022-54A) ratified via Huntsville Resolution No. 22-820 and amended on January 12, 2023 via Resolution No. 23-15; and

WHEREAS, Contract #101-2022-54A was established pursuant to a competitive bid executed by the City of Huntsville in full accord with the Alabama Competitive Bid law; and

WHEREAS, Huntsville agrees to allow Madison to utilize its contract with Woody Anderson Ford, Inc. to purchase Light Duty Vehicles pursuant to its letter dated March 1, 2023; and

WHEREAS, Madison’s utilization of Huntsville’s existing contract with Woody Anderson Ford, Inc. shall provide lower costs to Madison and serves a public purpose with such lower pricing for said vehicles.

NOW, THEREFORE, BE IT RESOLVED that by adoption of this resolution the City expresses its approval of the agreement set out herein below to provide for joint purchasing by Madison and Huntsville on the following terms:

1. Madison may, at its option, elect to purchases any light duty vehicle designated and priced through Huntsville’s Contract #101-2022-54A; and

- 2. The method of payment by Madison shall be that the City of Madison will order directly from the vendor and pay the vendor directly for any vehicle enumerated under Huntsville’s contract with Woody Anderson Ford; and
- 3. Each party to this Agreement shall be responsible for purchasing and paying for its agreed upon purchase of a light duty vehicle; and
- 4. This Resolution, after its adoption and execution, shall be effective to constitute a Joint Purchasing Agreement with Huntsville, Alabama upon the City of Madison’s acceptance of Huntsville’s March 1, 2023, Letter offer to enter into this joint purchasing agreement (**Attachment A: March 1, 2023 Huntsville Offer Letter**).

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama



HUNTSVILLE
The Star of Alabama
Finance Department
Procurement Services Division

March 1, 2023

City of Madison Alabama
Brian Kilgore, City of Attorney
100 Hughes Road
Madison, Alabama 35758

RE: Utilization of City of Huntsville Light Duty Vehicles Contract with Woody Anderson Ford, Inc.

Dear Mr. Kilgore:

This letter serves as written authorization granting the City of Madison, Alabama permission to utilize the Light Duty Vehicles contract the City of Huntsville, Alabama currently holds with Woody Anderson Ford, Inc. Contract #101-2022-54A was awarded on October 13, 2022 via Resolution No. 22-820 and was amended January 12, 2023 via Resolution No. 23-15. Contract #101-2022-54A is set to expire October 13, 2023.

The pricing structure and vehicles options made available under this contract are detailed in the enclosed resolutions. For your reference, a copy of the bid solicitation is also attached. If you have any questions regarding this contract, you may contact me directly at tamara.yancy@huntsvilleal.gov or LaRissa Schroeder, Procurement Analyst II at larissa.schroeder@huntsvilleal.gov as she manages this contract. Questions regarding vehicle specifications may be directed to Matt Gardner, Fleet Services Superintendent at matt.gardner@huntsvilleal.gov.

Sincerely,

Tamara M. Yancy
Procurement Manager

CC: Richard Wilkinson, Director of General Services and Fleet Services
Matt Gardner, Fleet Services Superintendent
LaRissa Schroeder, Procurement Analyst II

The Star of Alabama

P.O. Box 308 • Huntsville, AL 35804-0308 • Phone 256-427-5060
huntsvilleal.gov

ORDINANCE NO. 2023-079

**AN ORDINANCE FOR THE VACATION OF A UTILITY AND DRIANAGE EASEMENT
LOCATED WITHIN WILLOW CREEK SUBDIVISION**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of Elizabeth Richardson, requesting the vacation of utility and drainage easement located within Lot 83 of Part 2 of Phase 3 of Willow Creek Subdivision and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

ALL THAT PART OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA;

COMMENCING AT THE NORTHWEST CORNER OF LOT 82 OF WILLOW CREEK, PHASE 3, PART 2 SUBDIVISION AS RECORDED IN PLAT BOOK 2019, PAGE 27666 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT 82, N 89°17'10" E, 130.76 FEET TO A POINT; THENCE, LEAVING THE NORTH BOUNDARY OF SAID LOT 82, N 00°43'33" W, 25.64 FEET TO A POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N 00°43'33" W, 66.80 FEET TO A POINT; THENCE, N 89°11'04" E, 32.25 FEET TO A POINT; THENCE, S 00°48'56" E, 66.80 FEET TO A POINT; THENCE S 89°11'04" W, 32.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 2158 SQUARE FEET, MORE OR LESS.

SECTION 2. That the easement requested for vacation is not used by the City, and it is no longer needed for public or municipal purposes.

SECTION 3. Pursuant to the findings in this Ordinance, the Mayor of the City of Madison, Alabama, is hereby authorized, requested, and directed to execute a quitclaim deed vacating the easement.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Madison, Alabama, that, in accordance with the foregoing, the Mayor of the City of Madison, Alabama, is hereby authorized and directed to execute a quitclaim deed vacating the above-described utility and drainage easements in favor of **Elizabeth Richardson**, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

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

Ranae Bartlett, Council President
City of Madison, Alabama

*Ordinance 2023-079
Vacation of Easement – Elizabeth Richardson
Page 1 of 2*

ATTEST:

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

APPROVED this _____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

This instrument prepared by: Brian Kilgore, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

STATE OF ALABAMA	§	<u>QUITCLAIM DEED</u>
	§	<u>(VACATION OF EASEMENT)</u>
COUNTY OF MADISON	§	<i>No title search requested and none prepared.</i>

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt of which is hereby acknowledged, the **City of Madison, Alabama, a municipal corporation** (hereinafter referred to as “Grantor”), hereby extinguishes any and all interest that it has in the portion of the utility & drainage easement described below and does by these presents release, remise, quitclaim, and convey unto **Elizabeth Richardson**, (hereinafter referred to as “Grantee”) any and all interest Grantor possesses which was created in and by the following described utility & drainage easement situated in Madison, Madison County, Alabama, to-wit:

STATE OF ALABAMA
 COUNTY OF MADISON

ALL THAT PART OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA;

COMMENCING AT THE NORTHWEST CORNER OF LOT 82 OF WILLOW CREEK, PHASE 3, PART 2 SUBDIVISION AS RECORDED IN PLAT BOOK 2019, PAGE 27666 IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT 82, N 89°17’10” E, 130.76 FEET TO A POINT; THENCE, LEAVING THE NORTH BOUNDARY OF SAID LOT 82, N 00°43’33” W, 25.64 FEET TO A POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, N 00°43’33” W, 66.80 FEET TO A POINT; THENCE, N 89°11’04” E, 32.25 FEET TO A POINT; THENCE, S 00°48’56” E, 66.80 FEET TO A POINT; THENCE S 89°11’04” W, 32.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 2158 SQUARE FEET, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this _____ day of March, 2023.

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor
City of Madison, Alabama

Lisa Thomas
City Clerk-Treasurer

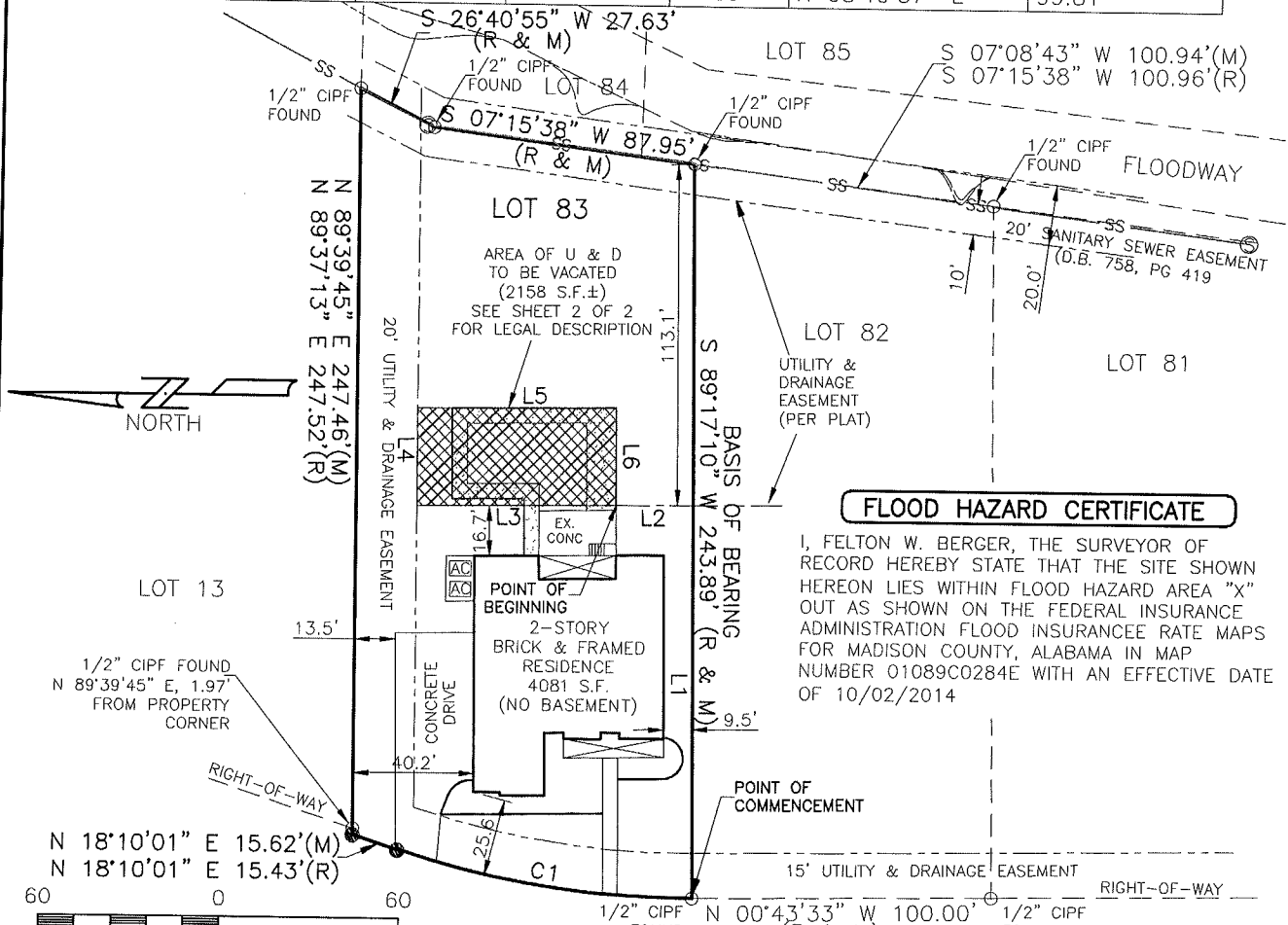
STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul Finley, whose name as Mayor of the City of Madison, Alabama, and Lisa Thomas, whose name as City Clerk-Treasurer of the City of Madison, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, in their respective capacities as Mayor of the City of Madison and City Clerk-Treasurer of the City of Madison, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation, on the day the same bears date.

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

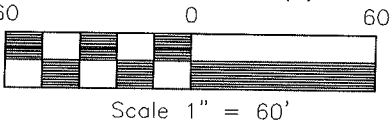
Notary Public

NUMBER	RADIUS	DELTA	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	304.00	18°53'52"	100.27	50.59	N 08°40'57" E	99.81



FLOOD HAZARD CERTIFICATE

I, FELTON W. BERGER, THE SURVEYOR OF RECORD HEREBY STATE THAT THE SITE SHOWN HEREON LIES WITHIN FLOOD HAZARD AREA "X" OUT AS SHOWN ON THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS FOR MADISON COUNTY, ALABAMA IN MAP NUMBER 01089C0284E WITH AN EFFECTIVE DATE OF 10/02/2014



COACH LAMP DRIVE
46' WIDE PUBLIC ROW

I, FELTON W. BERGER, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE TO RICHARDSON, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT MAP OR PLAT OF LOT 83, BLOCK NA, ACCORDING TO THE MAP OR SURVEY OF WILLOW CREEK, PHASE 3, PART 2 AS RECORDED IN PLAT BOOK 2019, PAGE 27666, IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA; 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; THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THAT THERE ARE NO ENCROACHMENTS BY BUILDINGS OR ADJOINING PROPERTY; THAT THERE ARE NO RIGHTS OF WAY, EASEMENTS OR JOINT DRIVEWAYS OVER ACROSS SAID LAND VISIBLE ON THE SURFACE EXCEPT AS SHOWN; THAT THERE ARE NO ELECTRIC OR TELEPHONE WIRES, (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREFOR, INCLUDING POLES, ANCHORS AND GUY WIRES, ON OR OVER SAID PREMISES EXCEPT AS SHOWN. THAT SAID LOT LIES INSIDE THE CORPORATE LIMITS OF CITY OF MADISON. THAT THE ADDRESS, AS BASED ON RELIABLE INFORMATION AND SOURCES AVAILABLE TO THE UNDERSIGNED IS 219 COACH LAMP DRIVE, MADISON, AL 35758 ACCORDING TO THIS SURVEY, UNDER MY DIRECT SUPERVISION, THIS THE 2ND DAY OF FEBRUARY, 2023.

[Signature]
 FELTON W. BERGER,
 AL PLS #26011

Legend

- PROPERTY CORNER, FOUND
- PROPERTY CORNER, SET
- — — — — PROPERTY LINE
- x — x — FENCE (CHAIN-LINK)
- (R & M) RECORD & MEASURED
- [Hatched Box] NEW CONCRETE



DRAWN BY	APPROVED BY
FWB	FWB
SCALE	1" = 60'
DATE	02/02/2023
JOB NUMBER	2021-006 AL

SITEPLAN OF
219 COACH LAMP DRIVE
MADISON, AL 35758
PARCEL NO. 16-63-08-0-002-021.007
WILLOW CREEK, PH 3, PART 2
FB 2019-0027666
SECTION 8, TOWNSHIP 4 SOUTH, RANGE 2 WEST



FELTON W. BERGER, PLS EI
PROFESSIONAL LAND SURVEYOR
CIVIL DESIGNER
 201 QUALITY CIRCLE NW, UNIT 518
 HUNTSVILLE, ALABAMA 35806
 (919) 353-3307
 fbergerllc@icloud.com

RESOLUTION NO. 2023-075-R

WHEREAS, the Planning Commission of the City of Madison, Alabama, has received a request to amend the City’s Official Zoning Ordinance, and has made, or will prior to the below referenced Public Hearing make, a report of their recommendations concerning the following requested action(s), to-wit:

National Retail Development, LLC’s request to amend the Official Zoning Ordinance revising Article V, Section 5-15-1, Minimum Space Requirement and

WHEREAS, it is the judgment and opinion of the City Council that a formal public hearing should be held for the purpose of considering an ordinance to amend the Official Zoning Ordinance of the City in accordance with said zoning request;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, AS FOLLOWS:

SECTION 1. A public hearing will be held by the City Council on April 24, 2023 at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex located at 100 Hughes Road, Madison, Alabama, at which time and place any and all persons shall have an opportunity to be heard in favor of or in opposition to the following proposed ordinance amending the Official Zoning Ordinance of the City of Madison, Alabama, as last amended:

SEE ATTACHMENT A, which includes those subsections of Section 5-15-1 being amended

SECTION 2. This resolution, including the proposed ordinance made a part hereof, shall be published in full by one (1) insertion in the *Madison County Record*. A synopsis of the proposed ordinance shall be published in said newspaper one (1) week later referring to the date and name of the newspaper in which the proposed ordinance was first published. Both insertions are to be made at least fifteen (15) days prior to the date of the public hearing.

THE ABOVE AND FOREGOING RESOLUTION is hereby passed and adopted at a regular meeting of the City Council on the 13th day of March, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this the 13th day of March, 2023.

Paul Finley, Mayor
City of Madison, Alabama

The City Clerk is hereby directed to publish this resolution, including the attached proposed ordinance, one (1) time in the *Madison County Record* on March 22, 2023

Attachment A**PROPOSED ORDINANCE NO. 2023-076****NATIONAL RETAIL DEVELOPMENT, LLC'S REQUEST TO AMEND THE OFFICIAL ZONING ORDINANCE REVISING ARTICLE V, SECTION 5-15-1, MINIMUM SPACE REQUIREMENT**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, THAT SECTION 5-15-1 SHOWN BELOW IS AMENDED AS FOLLOWS:

Section 5-15-1. Minimum Space Requirement

Each and every separate individual store, office, manufacturing establishment, or other business shall be provided with off-street parking facilities as specified below unless this Ordinance makes specific provision to the contrary.

Uses	Parking Spaces Required (Min)	Parking Spaces Allowed (Max)
Residential Uses		
Assisted Living Facilities	0.5/bed	1/bed
Continued Care Retirement Community	1/independent living unit bed plus 0.5/other beds	2/bed
Dwellings, Accessory	1/unit	2/unit
Dwelling, Live/Work	1/unit	No max
Dwelling, Multi-family	1/unit plus 0.5 space/unit for guest parking	3/unit (including guest parking)
Dwelling, Single-Family Attached	2/unit	No max
Dwelling, Single-family Detached	2/unit	No max
Dwellings, Upper Floor in B1	1/unit	2/unit
Mobile Homes (Park/Subdivision)	2/unit	No max
Public/Quasi Public Uses		
Conference, Convention, Meeting Centers	1/1,000 sq. ft.	1/250 sq. ft.
Civic uses and government buildings	1/1,000 sq. ft.	1/250 sq. ft.
Parks, recreation, and open space areas	No min	No max
All utilities	No min	No max
Commercial Uses		
Accommodations and all overnight lodging (bed and breakfast, hotel, motel, boarding rooms, etc.)	1/room plus 1/manager or owner's room	1.5/room plus 1/manager or owner's room
All day care facilities (child and adult)	2/childcare room plus 1/office	No max
Indoor entertainment venues	1/500 sq. ft.	1/250 sq. ft.
Outdoor entertainment venues	1/500 sq. ft. of indoor area plus 2/1,000 sq. ft. of outdoor area	1/250 sq. ft. of indoor area plus 3/1,000 sq. ft. of outdoor area

All medical facilities (hospitals, clinics, surgery centers, and urgent care facilities)	1/500 sq. ft.	1/250 sq. ft.
<u>Mini Storage Facilities and Self-Service Storage Facilities</u>	<u>1 / 7,500 sq. ft. of storage facility and support office</u>	<u>No max</u>
Office and professional space	1/300 sq. ft.	No max
Schools (K-8)	2/classroom	No max
School (9-12, College, Vocational)	2/classroom	No max
Religious assembly	1/every 4 seats (8 ft. of bench)	1/every 2 seats (4 ft. of bench)
All eating and drinking establishments	1/100 sq. ft.	No max
Retail sales and Services	1/300 sq. ft.	1/150 sq. ft.
Furniture and appliance stores	1/500 sq. ft.	1/250 sq. ft.
All vehicle sales and rentals	1/1,000 sq. ft. of indoor & outdoor sales display area	1/500 sq. ft.
Industrial Uses		
All manufacturing and distribution	1/1,000 sq. ft.	1/350 sq. ft.
All research and development	1/500 sq. ft.	1/350 sq. ft.
All vehicle service and repair	1/500 sq. ft.	1/350 sq. ft.
Warehouse and storage	1/1,500 sq. ft.	No max.
Waste-related services	1/1,000 sq. ft.	No max.
Other Uses		
Agriculture (not associated with a commercial use)	No min	No max
Transit facilities	No min	No max

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

Approved this ____ day of _____, 2023.

Paul Finley, Mayor
City of Madison, Alabama

SYNOPSIS AND NOTICE OF PUBLIC HEARING
WITH RESPECT TO AMENDMENT TO THE ZONING ORDINANCE
OF THE CITY OF MADISON

**NATIONAL RETAIL DEVELOPMENT, LLC’S REQUEST TO AMEND THE OFFICIAL
ZONING ORDINANCE REVISING ARTICLE V, SECTION 5-15-1. MINIMUM SPACE
REQUIREMENT**

NOTICE IS HEREBY GIVEN The City of Madison, Alabama, will hold a public hearing on the 24th day of April, 2023, at the Madison Municipal Complex, 100 Hughes Road, Madison, Alabama, at 6:00 p.m., to consider a proposed ordinance which, in summary, would amend the Zoning Ordinance of the City of Madison, as follows:

Article V, Section 5-15-1, Minimum Space Requirement would be amended to change the minimum amount of parking required and establish a maximum amount of parking allowed for various types of uses.

Notice is hereby given to all persons that they may appear in favor of, or in opposition to, this proposed ordinance at said time and place. Publication of the full text of the ordinance was completed in the *Madison County Record* on the 22nd day of March, 2023.

DATED at Madison, Alabama, this 29th day of March, 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

PROPOSED ORDINANCE NO. 2023-085

AN ORDINANCE REGULATING WRECKER SERVICES AND TOWING OPERATIONS

BE IT ORDAINED by the City Council of the City of Madison, Alabama, as follows a new Article X of the Code of Ordinances of the City of Madison is hereby established and adopted and added into Chapter 22 of the City Code, which is entitled Regulation of Wrecker Services and Towing Operations, as follows:

Section 22-253. Intent.

It is the intent of the city council to establish standards and regulations for any and all persons and/or entities engaged in the towing of vehicles so that such towing operations are conducted in such a manner as to promote the public health, welfare, and safety of the individual and collective quality of life for Madison residents.

Section 22-254. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the operator of a wrecker service who, after being advised of the requirements and regulations for participation therein, makes known his/her desire to voluntarily participate in the city's rotation roster by making application for the same.

Chief or police chief shall refer to the chief of the city police department or his/her designee.

City means the City of Madison.

Department means the city police department.

Disabled vehicle means any vehicle which has lost its ability of self-propulsion or its ability to be transported or drawn on a public street by normal methods other than by a wrecker.

Fire extinguisher shall mean a portable device used for extinguishing fires as defined by the National Board of Fire Underwriters, dry chemical extinguisher with either a 5- or 10-B.C. rating and underwriters laboratory approval in a quick release carrier which is capable of extinguishing fires.

Large wreckers shall be classified as any of the following types of wreckers: Tandem dual wheel or tandem rear end wreckers, or twin booms with factory rated or tested lifting capacity of 12.5 tons or over per drum and per winch and per winch line, with dual drum capacity, hydraulic or power take-off driven, and shall be equipped with dual rear twin-screw axles, and shall be equipped with quick air couplings for towing vehicles with air brakes, and shall be utilized to tow any vehicle having a gross vehicle weight exceeding 10,000 pounds, or any vehicle having dual rear axles or any tractor-trailer combination. The wrecker company shall provide documentation of lifting capacity from the factory or qualified testing facility.

Motor vehicle shall mean every vehicle which is self-propelled.

Owner means any person who holds a legal title to a motor vehicle or who has the legal right of possession thereof.

Person means any individual, partnership or association, syndicate, company, firm, trust, corporation, department, bureau, agency, business, bank, or any entity recognized by law.

Place of business shall mean the place where the wrecker company conducts business and is licensed pursuant to municipal law.

Police officer means any duly sworn law enforcement officer employed by the city.

Rotation roster means the rotation list of wrecker companies available for request by private individuals as prepared and used as provided in the execution of this chapter.

Street means a thoroughfare including public streets, lanes, alleys, etc., within the city and its police jurisdiction which is reserved for vehicle traffic.

Tow shall mean to remove motor vehicles from one location to another location, for any purpose

Vehicle shall mean every device in or by which any person or property is or may be transported or drawn upon a public street, except devices moved only by human power, or used exclusively upon stationary rails or tracks, and shall include trailers and semi-trailers.

Wrecker shall mean any motor vehicle used for the purpose of towing or removing motor vehicles from one location to another location, for any purpose.

Wrecker business shall mean the act of towing or removing motor vehicles from one location to another location, for any reason, where either the beginning or ending location is within the city. This definition shall not include situations whereby a business owns or leases wreckers for the sole purpose of towing other vehicles owned or leased by the business.

Wrecker company shall mean any person engaged in the wrecker business.

Wrecker operator means any person who drives or otherwise uses a wrecker for wrecker business as defined herein.

Section 22-255. Wreckers declared not to be emergency vehicles

It is hereby declared and determined that wreckers and large wreckers are not emergency vehicles and shall comply with all laws and ordinances relating to motor vehicles.

Section 22-256. Business license and vehicle inspection permits required

No person shall engage in the wrecker business or operate wreckers on the streets within the city without first obtaining a license to do business from the City, and without first obtaining a vehicle inspection permit for each wrecker to be operated, in accordance with this chapter to be issued by the police department on an annual basis.

Section 22-257. Liability

Each wrecker operator doing business in the city who moves or otherwise makes contact with any vehicle to be towed assumes liability for injury to persons, property damage, fire, theft, or any other acts of negligence stemming from the towing process.

Section 22-258. Vehicle Inspection

At any time, the city may inspect the operations of any licensed wrecker company and/or wrecker business to ensure that the business is operating in accordance with the requirements set forth by these Ordinances.

Section 22-259. Records.

- (a) Each operator shall maintain accurate records reflecting all wrecker services performed pursuant to his/her participation on the rotation roster. All information printed on the records shall be legible. Each record of wrecker service, and/or tow ticket, shall be

sequentially numbered, and include the pre-printed name, address and phone number of the wrecker company, as well as the following information:

- (1) The date and time the operator was contacted and requested to perform the service;
- (2) The name of the person requesting the service;
- (3) The location of the vehicle;
- (4) A description of the towed vehicle, including license tag and identification number;
- (5) The owner or operator of the vehicle, if known;
- (6) Itemized list of all service charges and fees;
- (7) The name of the wrecker operator; and
- (8) The final disposition of the vehicle;
- (9) Any related police accident, incident, arrest, event, or miscellaneous identification numbers.

Regardless of method of payment, each customer shall be given a written receipt containing the above required information, and a copy of same shall be maintained by the wrecker company for all wrecker services provided.

- (b) All records required herein must be available immediately upon request so long as the request is made between the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday for inspection by the chief or other city representatives. Advanced notice of an inspection by the chief or other city representative shall not be required.
- (c) The operator shall maintain the aforementioned records for the current calendar year and the preceding calendar year.
- (d) A record of all abandoned motor vehicles is to be maintained by the wrecker operator and any abandoned motor vehicle sold or disposed of by the operator shall be so sold or disposed of in accordance with Code of Ala. 1975, §§ 32-13-1 et seq., as may be amended.
- (e) The operator shall notify the Police Department of each and every vehicle that the operator may remove within two (2) hours of removing said vehicle and all operators

shall describe the vehicle to the Police Department with such specificity as necessary for the Department to may maintain an accurate log of each and every car so removed by an operator within the City of Madison.

Section 22-260. Application and Conditions for Participation in City Wreck Rotation system

- (a) *Written request for participation in the rotation system.* Each applicant desiring to be placed on the rotation roster shall file a written application with the police chief on a form furnished by the Police Department. A new applicant may file a written application at any time. Once an applicant has been accepted and placed on the rotation roster, applications for renewal shall be submitted in January of each year thereafter and shall adhere to all of the same terms and conditions as apply to new applicants. An applicant may request to discontinue participation in the rotation roster at any time.
- (b) *Equipment certification.* Each applicant shall certify that each wrecker to be utilized in service of the rotation roster meets or exceeds the following requirements at the time application is made:
- (1) For each regular haul wrecker, a conventional wrecker must be equipped with dollies rated for highway use and wheel lift or hydraulic operated tilting bed trucks, with one ton rated chassis or larger and equipped with a broom, which must have a minimum handle length of 30 inches, and shovel, two fully charged 10-B.C. rated fire extinguishers, and agents to remove oil spills from the roadway;
 - (2) The name of the company must be permanently affixed on each side of the wrecker in four inch high or larger letters and the address and telephone number in two inch high or larger letters;
 - (3) All safety equipment, horns, lights, flashers, amber lights, brakes, and other similar equipment must be operational.

- (c) *Copy of rules and regulations.* The chief will furnish each applicant with a copy of the rules and regulations pertaining to the operation of wreckers within the rotation system.
- (d) *Inspection of wreckers and equipment.* Prior to being placed on the rotation roster, the applicant shall present and make available for inspection by the chief all wreckers and equipment that are to be used by the applicant for the provision of wrecker services.
- (e) *Business license required.* Prior to being placed on the rotation roster, the applicant must furnish the chief with a copy of a current, valid business license issued by the city in the applicant's name, and prominently display said license in the applicant's principal place of business. To remain on the rotation roster, the wrecker company's city business license must remain current and valid.
- (f) *Certificate of insurance.* Each wrecker company participating on the rotation roster, from the time he/she moves or otherwise makes contact with any vehicle to be towed, assumes liability for injury to persons, damage to property, fires, or theft resulting from the operator's negligent acts or omissions. Therefore, prior to being placed on the rotation roster, the applicant shall furnish the chief with a certificate of insurance that indicates compliance with the following insurance guidelines:
 - (1) Submit a certificate of insurance naming the city as an additional insured and stating the city will be provided with 30 days' notice of any material change, cancellation or non-renewal. The certificate of insurance should also state that the coverages below are in force:

Minimum coverage and limits acceptable:

<i>a. Automobile dealers</i>	<i>Limits</i>
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or

Covering any auto (21) Owned autos (22)	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00
<i>b. Non dealers (repair operations or storage lots)</i>		
Garage liability	\$100,000.00/300,000.00/100,000.00 split limits, or	
Covering: Owned autos (22) or specifically described auto (27)*	500,000.00 combined single limit	
Auto medical payments Uninsured motorists	1,000.00 per accident 20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

c. <i>Non dealers (no repair operations and no storage lots-wrecker service only)</i>		
Automobile or garage liability	\$100,000.00/300,000.00/100,000.00 limits, or	
Auto coverage: Any auto (1)(2), or limit specifically described autos (7)*	500,000.00 combined single owned autos	
Garage coverage: Owned autos (22) or specifically described autos (27)*		
Auto medical payments	1,000.00 per accident	
Uninsured motorists	20,000.00/40,000.00 split limits or 40,000.00 combined single limit	
Garage keepers legal liability	Maximum deductible	
Specified perils	1,000.00	40,000.00
Collision	1,000.00	40,000.00

(g) *Valid License Plate.* Wreckers are required to maintain a current, valid license plate on each wrecker used in responding to rotation roster calls.

(h) *Authorization, placement on roster.* When the chief is satisfied that the applicant is qualified, he/she will place the applicant on the rotation roster and so notify the applicant.

Section 22-261. Rates and charges

(a) The maximum fees for wrecker services, including any credit card processing fees or overhead fees, charged by any wrecker service company on the rotation roster in regard to services provided as a result of rotation system dispatch shall not exceed, but may be less than, the following amounts per wrecker, unless otherwise indicated:

- (1) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,000 lbs. or less—\$150.00.
 - (2) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs.—\$200.00.
 - (3) Towing of wrecked or disabled vehicle: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00.
 - (4) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem: \$75.00 per trailer or vehicle attached in tandem.
 - (5) Towing of wrecked or disabled vehicle with a trailer or other vehicle attached in tandem, when the tandem trailer or other vehicle exceeds 40 feet in length: \$75.00 per trailer or vehicle attached in tandem.
- (Note: Towing services provided hereunder include cleaning of debris from roadway, pickup and towing of vehicle to any destination within the city limits).
- (6) Oil dry: Included in towing services.
 - (7) Righting: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. (For example, if righting a vehicle takes one hour and 38 minutes, the total charge would be $\$75.00 + 50.00 = \125.00) If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
 - (8) Righting: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs.—\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.

- (9) Righting: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to right the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.
- (10) Winching: Two-axle vehicle weighing 10,000 lbs. or less—\$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$75.00 for the first hour and prorated in ten-minute increments thereafter based on \$75.00 per hour.
- (11) Winching: Two-axle vehicle weighing 10,001 lbs. through 26,000 lbs. —\$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$200.00 for the first hour and prorated in ten-minute increments thereafter based on \$200.00 per hour.
- (12) Winching: Two-axle vehicle weighing 26,001 lbs. or more, or any vehicle with more than two axles—\$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour. If a second wrecker is required to attach to the vehicle simultaneously with the first wrecker in order to wench the vehicle, the second wrecker may also charge \$350.00 for the first hour and prorated in ten-minute increments thereafter based on \$350.00 per hour.

(Note: For the purposes of this section, winching shall be defined as the removal of a vehicle, trailer, or other piece of equipment from a location inaccessible to a wrecker to a location where the object of removal may be safely secured and towed by the wrecker. Winching shall not include any incidental or routine winching necessary to load any

vehicle onto the wrecker. Second wrecker fees may only be charged when it is necessary that both wreckers are hooked to the vehicle, and pulled in tandem, to right or winch the vehicle safely).

- (13) Righting or lifting vehicle by airbag, per pound lifted: \$0.035.
- (14) Forklift, backhoe, track hoe, and any other necessary recovery equipment services shall be at commercial rental rates plus ten percent per hour (not including operator).
- (15) No keys to vehicle: Included in towing services.
- (16) Passenger vehicle storage rates:
 - a. First day: \$30.00 (The first day ends at midnight on the day that the vehicle was towed)
 - b. Each day thereafter: \$30.00 (Beginning at midnight on the day after the vehicle was towed.)
- (17) Large haul storage rates: \$75.00 per day, per piece.
- (18) After-hours vehicle release, i.e, times other than Monday through Friday, 8:00 a.m. to 5:00 p.m.: \$35.00.
- (19) Tows to locations outside the city limits only:
 - a. Regular haul: The per mile rate shall be equal to the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.

- b. Large haul: The per mile rate shall be double the national average diesel gas per gallon price as reported on the date this ordinance is adopted; thereafter, the per mile rate shall be equal to the national average diesel gas price as reported on January 1 each year and shall remain in full force and effect until July 1 of each year at which time the national average gas price reported on July 1 shall be in effect until the following January 1. The average price per gallon as reported by the United States Energy Information Administration (See <http://www.eia.gov/oog/info/gdu/gasdiesel.asp>, as may be renamed or readdressed) shall govern.
- (20) Gate fee, including any fee to bring a vehicle from the storage lot to a vehicle owner, or allowing a vehicle owner to retrieve personal belongings or other items from a vehicle: No charge.
- (21) No fees incurred by the wrecker company to report or enter vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal may be charged if the vehicle is redeemed or returned to the owner or his designee within two calendar days. After two calendar days, no more than \$75.00 may be charged for fees associated with reporting or entering vehicle information on the ALDOR Unclaimed/Abandoned vehicle portal.
- (22) The rates and charges as established herein do not relate to or regulate consensual wrecker services in which the vehicle's owner or operator expressly requests towing or wrecker services from a specific wrecker operator and chooses not to utilize the rotation roster system.

Section 22-262. Suspension from Rotation Roster

- (a) If a wrecker company fails to abide by the terms of this Chapter, it shall be subject to suspension from the City Wreck Rotation Roster until it becomes in compliance with the full requirements of this Chapter.

- (b) Any and all operators under contract with the City of Madison for the performance of wrecker and/or towing services that fail to comply with the full requirements of this Chapter may be found to be in breach of said contract and such breach may be grounds for the City to terminate any such contract.
- (c) Any complaints made against a Wrecker business, Wrecker company, and/or wrecker operator shall be made to the police chief or his/her subordinates. There shall be a complaint form that includes at a minimum: (1) The name of the wrecker/wrecker business/wrecker company and/or wrecker operator; (2) the date of the interaction with said wrecker, and (3) the surrounding facts that form the basis of said complaint.
- (d) All operators on a rotation roster and/or under contract with the city for wrecker services shall direct any owners of vehicles with complaints regarding the operator to the police department to log any such complaint with the operator.
- (e) The police chief and/or his/her subordinates are tasked with reviewing said complaints and determining whether any sanction should occur against said Wrecker business, Wrecker company or Wrecker Operator.
- (f) If a Wrecker Business, Company, or Operator has received numerous verified complaints against it for poor service or other improper business techniques, it is within the discretion of the police chief to determine whether a Wrecker business or Wrecker company should be suspended from the City Wreck Rotation Roster.
- (g) If the police chief determines that a suspension is in order for failure to abide by the terms of this Chapter, the following terms of suspension shall govern said suspensions:
- a. First suspension: 30 days.
 - b. Second suspension: 60 days
 - c. Third suspension: 90 days
- (h) If any further violations occur after three previous suspensions, the City shall have the right to permanently reject the Wrecker Company or Wrecker Business from the

City Wreck Rotation Roster and/or pull the business license of said Wrecker Company or Wrecker Business.

Section 22-263. If any provision of this Ordinance, or the application thereof to any person, thing or circumstances, is held invalid by a court of competent jurisdiction, such invalidity shall not affect the provisions or application of this ordinance that can be given effect without the invalid provisions or application, and to this end, the provisions of the code and such amendments and statutes are declared to be severable.

Section 22-264. No other provisions of the City Code are amended by this Ordinance, unless specifically stated and referenced herein.

Section 22-265. That this ordinance shall become effective upon its adoption and proper publication as required by law.

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

ATTEST:

Ranae Bartlett, Council President
City of Madison, Alabama

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

APPROVED this _____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-92-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH HUNTSVILLE UTILITIES
FOR STREETLIGHT MAINTENANCE**

WHEREAS, the City Council of the City of Madison, Alabama (“the City Council”) unanimously adopted Resolution No. 2021-01-R Authorizing Energy Service Agreement with NORESKO, LLC on February 8, 2021, for the first phase of the Project, and the Energy Service Agreement is now due to be amended to allow the Project to proceed;

WHEREAS, to achieve the desired energy cost savings, it is necessary for the City to renew its agreement with the City of Huntsville, a municipal corporation in the State of Alabama, d/b/a Huntsville Utilities (“Huntsville Utilities”) for the maintenance of the City’s streetlights;

WHEREAS, “[t]he Attorney General [of Alabama] has ruled on numerous occasions that the Competitive Bid Law governing purchases by state or local agencies is not operative whenever two governmental entities contract with one another,” see Opinion of the Attorney General to Tandy D. Little, Jr., Administrator for the Alabama Alcoholic Beverage Control Board, dated January 4, 1991, ALA. A.G. OP. NO. 91-00131 (citing Opinion of the Attorney General to William H. Brigham, Esquire, City Attorney for the City of Mobile, dated January 7, 1977; Quarterly Report of the Attorney General, Vol. 172, p. 16);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in a regular session on the 13th day of March, 2023, as follows:

a. The Mayor is hereby authorized to enter into the “CONTRACT FOR THE CITY OF MADISON, AL FOR STREETLIGHT MAINTENANCE,” the form of which has been available for review by the City Council prior to this meeting, or in such other form that the Mayor deems in the best interests of the City, and the City Clerk-Treasurer is hereby authorized to appropriately attest the same;

b. Except for the extension or cancellation of the resulting agreements with Huntsville Utilities authorized by this Resolution, the Mayor or his designee shall be hereby authorized for the entire term of the agreements 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

c. Upon request and notification from the appropriate department that the terms of the agreements with Huntsville Utilities authorized by this Resolution preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to

Huntsville Utilities in the amount(s) and manner set forth in the agreements authorized by passage of this resolution; and

d. All payments to be made to Huntsville Utilities authorized by this Resolution shall be paid from the City's General Fund or Gas Tax Fund.

READ, APPROVED AND ADOPTED this 13th day of March 2023.

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

ATTEST:

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

ADOPTED this _____ day of March 2023.

*Paul Finley, Mayor
City of Madison, Alabama*

**CONTRACT FOR
THE CITY OF MADISON, AL
FOR
STREETLIGHT MAINTENANCE**

A. Background and Intent

The City of Madison, Alabama, a municipal corporation (the “City”) is contracting with The City of Huntsville, a municipal corporation in the State of Alabama, d/b/a Huntsville Utilities (“HU”) at 112 Spragins Street NW, Huntsville, AL 35801, for maintaining like materials needed for streetlight maintenance, repair, maintenance, replacement and new installation (as needed) of the City’s streetlight system, the details of which are in Section C below (“Scope of Services”). This Agreement does not obligate HU to perform the initial installation of LED streetlights or to replace existing, properly-functioning streetlights. The City’s streetlight system currently consists of approximately 3,811 streetlight fixtures and approximately 2,179 streetlight poles, most of which are owned by HU. The City’s current make up of streetlight fixtures is shown in Table 1 below.

Table 1: Quantities & Types of Streetlight Fixtures

Arlington	52
Barn Style	2,047
Cobra	667
Flood	15
Granville	78
High Mast	14
Mongoose	83
Other	2
Post Top	7
Shoebox	22
Town & Country	884
Total	3,871

. A detailed inventory of the fixtures is provided in Attachment A: Line by Line Streetlight Inventory.

B. Qualifications

HU certifies that they have the following qualifications to maintain the streetlights for the City.

- a. Experience and expertise in regard to providing the types of, or similar services, as those set forth in the Scope of Services,
- b. A proven track record in providing these types of or similar services, as those set forth in the Scope of Services,
- c. Adequate staff/employees to complete the work in a timely manner, and
- d. Knowledge of, and compliant with, all applicable federal and State laws and regulations governing the services.

City of Madison – Public Works Department

- e. Knowledge of, and compliant with all applicable requirements and regulations governing streetlight fixture and pole repair, maintenance, replacement and new installations.
- f. HU shall own and operate equipment required to perform streetlight maintenance, service and installation including, but not limited to aerial lift equipment (bucket truck) with a forty (40) foot reach.
- g. HU shall employ personnel with a valid Commercial Driver’s License (CDL) and a clean driving record.

2. Insurance Requirements:

HU shall not allow any subcontractor to commence work pursuant to this contract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance requirements for any contractors or subcontractors that HU employs for work under this Agreement shall be required to have the insurance coverages outlined on Attachment B to this agreement. HU’s insurance coverages shall be equal to or exceed their current insurance coverages, as described on Attachment C.

C. Scope of Services

For all services performed under this Agreement, HU will charge the City according to the rates established by Exhibit A of this Agreement.

HU will maintain like materials needed for streetlight maintenance, perform maintenance, repairs, replacement and new installation to streetlight equipment owned by the City.

HU shall use only luminaries, mounting brackets, poles and accessories, etc. that meet City standards and are approved by the City.

HU shall utilize a computerized work management system. The system will be used to record, schedule and coordinate all maintenance and to prepare reports of all work performed on a minimum monthly basis. Except in cases of emergency or in instances that could affect the health or safety of persons or property, all work orders for which the City would be liable exceeding Five Hundred Dollars (\$500.00) must be pre-approved in writing by an authorized representative of the City before the work is commenced.

HU shall use a system to report any concerns determined to be the responsibility of the manufacturer of the LED lights directly to the manufacturer and monitor such repairs.

HU must have the ability to respond to emergency situations and shall use reasonable efforts to respond to repair, maintenance, and service requests timely. HU will prioritize those requests as it deems appropriate, but to the extent reasonably possible, it will incorporate priorities requested by the City, including but not limited to areas related to key infrastructure and government facilities.

Below is an inventory of part numbers of the planned LED replacements. HU shall keep an inventory of the following, or equivalent, materials required to provide the required services to the City of Madison. This inventory shall include, but not be limited to, replacement LED fixtures, photocells and drivers consistent with the maintenance service and repairs identified in this contract. In addition, HU shall maintain an inventory of poles.

City of Madison – Public Works Department

Model	Acuity Part Number
Arlington	WFCL2P3040KMVOLTFC3BKSKPR7PCLLN2X2
Barn Style	ATB0P205MVOLTR3MPNLP7PCLL
Barn Style	ATBMICP104MVOLTR3MPNLP7PCLL
Cobra	ATB0P205MVOLTR3MPNLP7PCLL
Cobra	ATB0P453MVOLTR3MPNLP7PCLL
Cobra	ATBMICP104MVOLTR3MPNLP7PCLL
Cobra	ATBMICP154MVOLTR3MPNLP7PCLL
Flood	ACP1P50MVOLT55TMMPP7PCLL0643NL
Granville	GVD3P3040KMVOLTMSG3LUBKSTTBKPR7PCLLN2X2
High Mast	HMLE4P140KMVOLTHGRAWR7PCLL
Mongoose	MGLEDMP140KMVOLTMRVHGRSDPCLLNLP7
Mongoose	MGLEDMP540KMVOLTMRVHGRSDPCLLNLP7
Post Top	WFCL2P3040KMVOLTFC3BKSKPR7PCLLN2X2
Shoobox	ATBMICP104MVOLTR3MPNLP7PCLL UMS-BK
Town & Country	247LP45AS40KR3AYXLP7PCLLN2X2

For all street lighting components under warranty requiring replacement, HU shall be responsible for contacting the warranty provider and for coordinating all aspects of the warranty replacement process. Ultimate resolution of any disputes relating to warranty claims shall be the sole responsibility of the City, including but not limited to litigation of any such claims.

Safety of persons and property in and around areas where HU is performing under this contract shall be a shared responsibility by HU and the City as expressly provided for herein. HU will use commercially reasonable efforts to minimize risks to persons or property. If traffic control is required, it will be the responsibility of the City to arrange for appropriate measures and assistance. The City shall provide traffic control at such locations and for such periods as may be necessary for safety or as the applicable State and Local Regulatory Agencies, Local Ordinances and/or the City may order for the control and direction of vehicular traffic and pedestrians.

Traffic control shall be provided by off-duty City of Madison Police Officers who shall be paid by the City or other APOST certified law enforcement officers of the City’s choosing. If a uniformed officer is not required, HU shall, at its sole expense, provide a trained flagman to provide traffic control.

D. Agreement Period

The term of the contract is one year from the effective date of the contract. The City and HU, by mutual agreement, may renew the contract for up to one (one) additional, one-year period. The City reserves the right to terminate the contract at any time. If the City terminates the contract, the City shall pay to HU the amount due for costs and services rendered, up to the date of termination of the contract, within 30 days of receiving the final invoice from HU. Additionally, the Parties agree to negotiate in good faith regarding payment to HU for the value of inventory acquired and held by HU for use under the terms of the contract and for the City to release any claim on inventory that may be otherwise repurposed by HU.

E. Management

City of Madison – Public Works Department

Work performed under this contract will be managed jointly and through mutual agreement by HU and the Department of Public Works in the City of Madison.

END OF SECTION

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed the day and year first above written.

HUNTSVILLE UTILITIES

ATTEST:

By _____

Print name

Its _____

CITY OF MADISON

ATTEST:

By _____

Print name _____

Its _____

City of Madison – Public Works Department

PRICES AND RATES

(Exhibit A)

Position	2023 Labor Rate
Electric Engineering Svcs Supervisor	\$ 107.00
Right of Way Supervisor	\$ 88.00
Line Clearance Coordinator	\$ 66.00
Line Clearance Supervisor	\$ 92.00
Electric Manager	\$ 107.00
Apprentice Lineworker	\$ 59.00
Journeyman	\$ 74.00
Lead Lineworker	\$ 77.00
Electric Utility Worker	\$ 44.00
Engineering Aid III	\$ 66.00
Engineer I	\$ 83.00
Engineer II	\$ 102.00
Engineer Manager	\$ 107 .00
Service Coordinator Lead	\$ 64.00
Service Coordinator	\$ 48.00

Vehicle/Equipment	Equipment Watch Hourly Rate
International Digger	\$ 107.79
Dump Bed Truck	\$ 53.86
Backhoe/Bobcat	\$ 77.10
48' Material Handling Bucket Truck	\$ 89.11
Pickup	\$ 42.13
Digger Derrick	\$ 40.64

City of Madison – Public Works Department

Pole Trailer	\$ 39.02
60' Material Handling Bucket Truck	\$ 92.45

Materials will be charged at actual cost plus 15% to cover material acquisition and warehousing cost. All invoices will include a 10% margin add to the total cost.

City of Madison – Public Works Department

ATTACHMENT A

Line by Line Streetlight Inventory

See excel file transmitted with Agreement

RESOLUTION NO. 2023-094-R

**AUTHORIZATION OF A JOINT PURCHASING AGREEMENT BY AND BETWEEN
THE CITY OF MADISON, ALABAMA AND
MADISON COUNTY, ALABAMA**

WHEREAS, the City of Madison (hereinafter, "Madison") and Madison County, Alabama (hereinafter, "the County") desire to enter into a Joint Purchase Agreement to provide for both Madison County and the City of Madison to utilize each other's existing contracts for the purchase of gravel and aggregate stone; and

WHEREAS, the City currently holds a contract with Rogers Group, Inc. pursuant to a duly executed competitive bid ratified via Madison Resolution No. 2023-093 for gravel and aggregate stone pursuant to Bid. No. 2023-001-ITB; and

WHEREAS, the County is currently finalizing a bid for gravel and aggregate stone in full accord with the Alabama Competitive Bid law;

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Joint Purchase Agreement with Madison County, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Joint Purchase Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN
THE CITY OF MADISON, ALABAMA AND THE MADISON COUNTY COMMISSION,
FOR JOINT PURCHASING AGREEMENT OF GRAVEL AND AGGREGATE STONE**

This Memorandum of Agreement (“MOA”) is entered into by and between the City of Madison, Alabama (“City”) and the Madison County Commission (“Madison County”) and shall be effective as of the date this Agreement is executed by the parties hereto. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date.

WHEREAS, Title 11, Chapter 102 of the Code of Alabama (1975), as amended, expressly provides for counties and incorporated municipalities in the State of Alabama to enter into written agreements for the joint exercise of any power or service that each of them are authorized to exercise individually; and

WHEREAS, the public purpose of reduced prices for gravel and stone aggregate would be served by a joint purchasing agreement whereby both the City and Madison County could utilize each other’s existing contracts for gravel and aggregate stone; and

WHEREAS, the City currently holds a contract with Rogers Group, Inc. pursuant to a duly executed competitive bid ratified via Madison Resolution No. 2023-093 for gravel and aggregate stone pursuant to Bid. No. 2023-001-ITB; and

WHEREAS, the County is currently finalizing a bid for gravel and aggregate stone in accord with the Alabama Competitive Bid law;

**NOW, THEREFORE, THE PARTIES INTENDING TO BE LEGALLY BOUND,
HEREBY MEMORIALIZE THE TERMS AND CONDITIONS OF THEIR AGREEMENT
AND DECLARE THAT THEY ARE AND SHALL BE AS FOLLOWS:**

1. This Memorandum of Agreement between the City and Madison County provides that both the City and Madison County may utilize contracts entered by either the City or Madison County for the purchase of gravel and aggregate stone and utilize such pricing pursuant to each parties’ contracts for gravel and aggregate stone; and
2. This agreement shall be terminated by either party with thirty (30) days’ notice to the other; and
3. This agreement shall exist for a term of one (1) year and may be renewed for up to three (3) additional yearlong terms upon both parties’ notice to the other to extend the agreement; and

- 4. Any notice of termination and/or renewal of this agreement shall be sent to either the City Attorney or the County Attorney.

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

Madison County, Alabama

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

**Mac McCutheon, Chairman
 Madison County**

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Date: _____

Date: _____

RESOLUTION NO. 2023-110-R

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE MADISON BOARD OF
EDUCATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Transportation Agreement" to provide buses during various City events for the year; and

BE IT FURTHER RESOLVED that the City Clerk-Treasurer is hereby authorized to appropriately attest the same for the attached agreement and the Mayor or his designee shall be hereby authorized to execute any and all documentation necessary to enforce and comply with the terms thereof, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the fiscal year.

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

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

- 1. **Term:** The term of this Agreement will begin on April 1, 2023 and end on April 1, 2024, except as otherwise provided.

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

- Easter Event- April 8, 2023 (Saturday) between 8:00 a.m. and 1:00 p.m.
- July Fourth Event - July 3, 2023 (Monday) between 3:00 p.m. and 11:00 p.m.
- Christmas Parade – December 9th, 2023 (Saturday) between 5:00 p.m. and 8:00 p.m.
- Summer Day Camp – May 31st, 2023 through July 28, 2023 (Either Monday or Wednesday of each week) from 8:00 a.m. through 12:00 p.m.

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

\$2 per hour per bus and driver provided per route.

Other Terms Applicable to Services under this Agreement:

\$3.19 per mile and per bus

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

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

services related to this event. The obligation to indemnify shall survive the termination of this Agreement.

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

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

DATED this _____ day of _____, 2023.

CITY OF MADISON, ALABAMA, a municipal corporation

By: _____
Paul Finley, Mayor

CITY OF MADISON BOARD OF EDUCATION

By: _____
Edwin Nichols
Its: Superintendent

RESOLUTION NO. 2023-72-R

A RESOLUTION AUTHORIZING LEASE OF A ROBOTIC FIELD MARKING ROBOT FROM TURF TANK

WHEREAS, the Recreation Department has requested an athletic field marking robot to be leased from Turf Tank, as described in the attached quote; and

WHEREAS, the Recreation Department has verified that this product is not available on any bid that has been awarded by the State of Alabama; and

WHEREAS, the Recreation Department has verified that the product is indispensable in nature and researched all other viable alternatives only to determined that Turf Tank is the only provider of a product fulfilling all functions required by the City for robotic field marking;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the above-mentioned lease therefor is hereby authorized, pursuant to the attached Lease Agreement for the field marking robot 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 13th day of March 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of March 2023.

Paul Finley, Mayor
City of Madison, Alabama



TURF TANK™

Sub-Rental Agreement

TURF TANK

CUSTOMER	Company Name Madison Parks and Recreation		Country United States		Phone Number
	Billing Address 100 Hughes Rd		City Madison	State AL	Zip 35758
	PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.) 8324 Old Madison Pike		City Madison	State AL	Zip 35758
					Rental Order Requisition Number 11825379645
					Send Invoice to Attention of:

EQUIPMENT INFORMATION	Equipment Description	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)	New	Used
		Turf Tank ONE Robot	PRO		1	GPS Line Marking Robot	<input checked="" type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

PAYMENT INFORMATION	Payment Frequency	Number of Payments	Rental Payment	Applicable Sales Tax	Total Rental Payment	Currency	USD	Installation Fee	+ \$1,700
	Quarter Annual Other								
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6	+ \$16,000	+	= \$96,000			1 st period Payment (After Install)	+ \$16,000
<input type="checkbox"/>	<input type="checkbox"/>			+	=			Other	+
<input type="checkbox"/>	<input type="checkbox"/>			+	=			Total Payment Enclosed	= \$17,000
						Term (Months)	72		
						Total Payment Term	\$97,700		

TERMS AND CONDITIONS

- Sub-Rental Agreement:** Madison Parks and R. (name of Customer) (the "Customer" or "You") agree to rent from us (the "Sub-lessor") the equipment listed above and, on any schedule, attached to this Sub-Rental Agreement (the "Equipment"). Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment (see Section 2 below). The Owner has prior to this Sub-Rental Agreement rented the Equipment to the Sub-lessor on a separate rental agreement under which the Sub-lessor is entitled to sublease the Equipment on the Terms and Conditions stipulated in this Sub-Rental Agreement. This Sub-Rental Agreement is effective on the date that it is accepted and signed by us, and the term of this Sub-Rental Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. This agreement shall automatically renew for a term of twelve (12) months (an "Extended Term") unless either party notifies the other party that it wishes to terminate the agreement at least thirty (30) days prior to the expiration of the original term, and thirty (30) days prior to the expiration of any Extended Term. With each additional term, the existing warranty will remain in effect, and the parties agree that the payment hereunder shall be increased by three percent (3%) during each Extended Term. Payments are due upon receipt of invoices issued by Sub-lessor. If the Equipment is delivered prior to the Commencement Date, you agree to pay a prorated amount calculated as a per day rate utilizing the monthly amount hereunder divided by thirty (30). Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. In addition to rental payments, Customer agrees to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment, unless Customer is exempt from paying such taxes and charges by law. Any such applicable charges will be reflected on invoices issued by Sub-lessor.
- Title:** The Owner, Turf Tank ApS, a Danish private limited company validly incorporated under the laws of Denmark with company registration no. 38722438 and its registered address at Lansen 15 DK9230 Svenstrup J, has full and unconditional title to the Equipment. If this Sub-Rental Agreement is deemed to be a security agreement, you grant Sub-lessor – and ultimately the Owner – a security interest in the Equipment and any proceeds therefrom. By signing this Agreement, Customer authorizes Sub-lessor to sign and file Uniform Commercial Code ("UCC") financing statements on the Equipment.
- Equipment Use, Maintenance, Warranties and Data Access:** Sub-lessor hereby transfers to you any manufacturer warranties provided to us and/or the Owner. Said warranty coverage is set forth on Appendix B to this Agreement. Aside from items covered by the warranty, Customer is required at Customer's cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Rental Payments include the cost of maintenance and/or service provided by a third party, Customer agrees that neither Sub-lessor nor the Owner are responsible to provide the maintenance or service and Customer will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact Customer's obligation to pay all the Rental Payments when due. Customer hereby acknowledges and consents to the acquisition by Sub-Lessor of certain data utilized to operate the equipment. Customer agrees that Sub-Lessor may access such data and Sub-Lessor agrees that it will keep all such data strictly confidential and that it will only be used to maintain, repair, or service the Equipment.
- Assignment:** Customer agrees not to transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Sub-Rental Agreement without Sub-lessor's prior written consent. Customer agrees that Sub-lessor may sell, assign, or transfer this Sub-Rental Agreement and the new owner of this Agreement shall have the same rights and benefits Sub-lessor now has and shall not be required to perform any of Sub-lessor's obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.
- Risk of Loss:** Customer is responsible for all risks of loss or damage to the Equipment and if any loss occurs, Customer shall be required to satisfy all of its obligations under this Sub-Rental Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment, and you will reimburse us and/or the Owner and defend us and/or The Owner against any such claims.
- End of Sub-Rental Agreement:** At the end of the rental term, Customer shall return to Sub-lessor or the Owner, as directed by Sub-lessor, the Equipment in good working condition at Customer's cost.
- Default and Remedies:** Customer shall be deemed in default on this Sub-Rental Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under this Sub-Rental Agreement or any other (Rental or Sub-Rental) Agreement with us. If you are in default, we may: a) declare the entire balance of unpaid Rental Payments for the full term under the Sub-Rental Agreement immediately due and payable to us; b) sue you for and receive the total amount due under the Sub-Rental Agreement plus the Equipment's anticipated end of Sub-Rental Agreement fair market value (the "Residual") with future Rental Payments and the Residual discounted to the date of default at the lesser of (i) per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Sub-Rental Agreement, all as reasonably determined by us, or (ii) 3%, plus reasonable collection and legal cost; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and d) require that you immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of this Sub-Rental Agreement. If the Equipment is returned or repossessed, Sub-lessor shall take reasonable steps to mitigate losses caused by Customer's default. Such steps may include the sale or re-rent of the Equipment, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. Customer shall remain liable for any deficiency with any excess being retained by Sub-lessor.
- Default by the Sub-lessor – subrogation by the Owner:** Should the Sub-lessor default on the rental agreement with the Owner of the Equipment, you accept that the Owner will have the right to subrogate into the Sub-lessor's legal position under this Sub-Rental Agreement and thus become a party (the new lessor) to this Sub-Rental Agreement assuming the same rights and obligations under the Sub-Rental Agreement as the Sub-lessor prior to its default. The Owner will give you a prompt notice of the Sub-lessor's default and that any and all payments pending or due under this Sub-Rental Agreement by you at the time of the Sub-lessor's default can only be made in full discharge to the Owner of the Equipment.
- Attorney Fees and Miscellaneous:** Customer agrees that this Sub-Rental Agreement is a "Finance Lease" as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Owner and agree that you may have rights under this contract with the Owner and you may contact the Owner for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Sub-Rental Agreement was made in Georgia (GA), is to be performed in AL and shall be governed in accordance with the laws of AL. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. Customer agrees that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location or a location under the control of Customer, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the term of this Sub-Rental Agreement. You agree that a facsimile or electronic mail copy of this Sub-Rental Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Sub-Rental Agreement. In the event that legal action is required due to a breach of this Agreement, the parties hereby agree that the prevailing party in such action shall be entitled to an award of reasonable attorney fees and costs associated with the same.

CUSTOMER GUARANTY & SIGNATURE	<input type="checkbox"/> You agree that this is a non-cancelable Sub-Rental Agreement.			
	Full Legal Name Paul Finley	Title Mayor	Date	Signature

LESSEE ACCEPTANCE	Full Legal Name	Title	Date	Signature

SUB-LESSOR	TURF TANK			
	Turf Tank, 3330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101, USA.			
	Rental Agreement Commencement	Rental Agreement Number	Date	Accepted by



TURF TANK®

[AL] Madison Parks and Recreation - Pro Subscription - Robot #2

Quote created: January 24, 2023 Reference: 20230124-084735145

[AL] Madison Parks and Recreation

8324 Madison Pike
Madison, AL 35758
United States

Randy D'herde

randy.d'herde@madisonal.gov
+13617288447

Kory Alfred

kory.alfred@madisonal.gov
(256) 772-2553

Comments

We appreciate your continued business!

Hunter Pratt - Gulf Coast Regional Territory Manager Turf Tank



Products & Services

US - Turf Tank Pro Package - Subscription

1 x \$16,000.00 / year
for 6 years

Includes:

- GPS Paint Robot + GPS Package (Includes Android Tablet)
- Continuous Software Improvements
- Free Form Text Creation
- Customized Logo Creation (Available Late 2022)
- Standard Geometry Package
- Extended Geometry Package
- Paint: \$3,000 Allotment of Paint (White)
- (3) Robot Batteries
- Customer Support: 24/7 Monday-Sunday
- Hardware Warranty Program: Full (Includes Consumables)
- (1) Paint System Service Kit/per year: (Includes: 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set.)
- (2) 5.5 Gallon Paint Container for Robot
- (2) 2.5 Gallon Empty Paint Containers
- Customized Robot Wrapping
- (2) Maintenance & Training Visits/Per Year
- Courtesy Robot (If necessary)

US - Turf Tank Pro Package - Upfront Implementation Cost

1 x \$1,700.00

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

Annual subtotal	\$16,000.00
One-time subtotal	\$1,700.00
Total	\$17,700.00

Signature

Signature

Date

Paul Finley, Mayor

Printed name

This quote expires on April 24, 2023

Purchase terms

Questions? Contact me



Hunter Pratt

Gulf Coast Regional Territory Manager

hunter.pratt@turftank.com

+12254089450

Turf Tank

3330 Cobb Parkway NW Suite 324-380

Acworth GA 30101

United States



Turf Tank Warranty			
Component List - Warranty parts			
Parts	Basic	Plus	Pro
Control Unit	√	√	√
Front Console	√	√	√
Harness	√	√	√
Rover	√	√	√
Base Station	√	√	√
Tablet	√	√	√
Robot Chassis	√	√	√
Wheel Motors	√	√	√
Battery Box	√	√	√
Main Breaker 30 amp			√
Actuator			√
Safety Bumper - Front			√
Safety Bumper - Rear			√
<p>Above Warranty does not cover breakdowns and general repairs directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.</p> <p>All components are only covered in year 1 of the warranty, coverage of components in followings years shown in above table.</p> <ul style="list-style-type: none"> Basic warranty depending on subscription duration Plus warranty depending on subscription duration Pro warranty depending on subscription duration 			

Turf Tank Service Agreement			
Service Component List - Wear and tear parts			
Parts	Basic	Plus	Pro
Solenoid			√
Pump			√
Suction rod			√
Hoses			√
Deflector			√
Disc			√
Wheels			√
Robot Battery			√
Courtesy robot (If necessary)			√
<p>Basic & Plus Service Agreement: No service components covered</p> <p>Basic & Plus Service Agreement: All extra wear and tear parts listed above will have 20% discount to listed price within 30 days of install date. Labor costs for changing the components will not be covered by the service agreement.</p> <p>Pro Service Agreement: Customer will receive 1 "Service Kit" in the start of the subscription and will also receive 1 "Service Kit" listed below one time per year. Labor costs for changing the components will be covered.</p> <p>Service Kit: Includes 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set. Available for separate purchase as well at discounted rate.</p>			



Intelligent Marking USA, Inc. dba Turf Tank

8790 F Street, Suite 830, Omaha, NE 68127
 Phone: 877-396-4094 | billing@turftank.com

BUSINESS CONTACT INFORMATION

Company Name		
DBA (if different)		
Invoice/AP Contact		
Invoice/AP Phone	Fax	Invoice/AP Email
Address		
City	State	ZIP Code
Are you sales tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt #	
Purchase order Required? <input type="checkbox"/> Yes (Please attach) <input type="checkbox"/> No Purchase Order Number: _____		
Payment Options		
ACH Payment or Credit Card (Preferred Payment Method)	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Option available via emailed invoice.</i>	*If ACH/CC is selected, you will be automatically enrolled in recurring auto payments after the first payment unless you opt out. Opt Out: <input type="checkbox"/> Yes <input type="checkbox"/> No
Check	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Send checks to address provided above</i>

1. All invoices are to be paid 30 days from the date of the invoice.
2. If tax exempt certificate required.

Signature: _____

Printed Name: **Paul Finley, Mayor**

Date: _____

TURF TANK[®] SHIPMENT CONFIRMATION



LTL DELIVERY

TYPES OF ITEM:

- Turf Tank Robot
- Full Pallet of Paint



LTL Shipping Address:

Org. Name:

Address:

City, State, Zip:



SMALL PARCEL DELIVERY

TYPES OF ITEM:

- Battery
- Pump

Small Parcel Delivery Address:

Org. Name:

Address:

City, State, Zip:



TURF TANK®

WWW.TURFTANK.COM

1/1/2021

To whom it may concern –

Please accept this letter as our assurance and validation that:

Sole Source Statement:

Turf Tank is the exclusive sole distributor in North America for the Intelligent One Field Marking Robot manufactured by Intelligent Marking. In addition, this product is considered a “sole source” provided product in that only the ION Robot incorporates the integration of an on-site ground base station, eliminating the reliance of a 3rd party network provider to operate. Additionally, this product is designed as a 4-wheeled autonomous GPS robot, creating the highest level of accuracy and stability for the consumer.

Additionally, Turf Tank is the sole source of providing the warranty, service, support and upgrades which is built into the Customer Care Plan that is billed annually to the customer.

Sincerely,

DocuSigned by:
Jason Aldridge

A082DD8A0D2B493

Jason Aldridge

President of U.S. Operations

Turf Tank

877-396-4094 (Office)

Jason@TurfTank.com | www.TurfTank.com