



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
July 22, 2024

AGENDA NO. 2024-014-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Reverend Carey "C.J." Cobb of Madison Christian Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-13-RG, dated July 8, 2024

7. PRESENTATIONS AND AWARDS

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. 2024-220-R:** Authorizing the Mayor to enter into an agreement with Chase and Paymentech, LLC for payment processing for the Building Department

C. **Resolution No. 2024-221-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 060162 for damage to Main Street Cafe', a City owned property. The settlement of \$149,074.78, with a deductible of \$1,000.00, the final settlement of \$147,074.78

- D. **Resolution No. 2024-224-R:** Authorizing an amendment to contract with WOW! Business for services at Community Center by converting the fiber circuit from a point-to-point circuit to a DIA circuit (monthly amount changing from \$500 to \$721.99, to be paid from Information Technology Department budget)
- E. **Resolution No. 2024-225-R:** Acceptance of settlement check from GEICO Insurance Company for damage which occurred on November 4, 2023, to Segers Road guardrail (\$15,250 to be deposited to Engineering Department Capital Outlay Account)
- F. **Resolution No. 2024-229-R:** Authorizing an amended agreement with Tyler Technologies for payment processing services for business licenses (one-time fee of \$529, annual fee of \$180, to be paid from Revenue Department budget)
- G. **Resolution No. 2024-230-R:** Authorizing the renewal of contract with RiverTree Systems, Inc. for performance of tax and business license auditing services (\$75 per hour to be paid from Revenue Department budget)
- H. Authorizing the Engineering Department to solicit bids for Project No. 22-016 | Signal & Pedestrian Improvements at the Hughes Road and Mill/Portal intersection
- I. Authorizing payment of Draw No. 8 to Enfinger Development, Inc. for work performed on Project No. 22-034 | Madison Branch Boulevard roundabout (\$85,789.75 to be paid from Fund 38)
- J. Acceptance of donation from L. Tucker in the amount of \$30.00.
- K. Acceptance of donation from Joseph and Mary Duffy for Safe Haven Baby Box maintenance (\$350 to be deposited into Fire Donation account)

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution No. 2024-218-R:** Authorizing the video recording, archiving, and publishing of the July 17, 2024, City Council Work Session

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. 2024-216-R:** Authorizing a Professional Services Agreement with GTEC for construction compaction and material testing for the retaining wall on Project 22-024 | Mill Road Ditch Project (amount not to exceed \$26,490, to be paid from Fund 38)
- B. **Resolution No. 2024-219-R:** Acceptance of Kyser Boulevard /Westchester Drive right-of-way extension into the City of Madison Maintenance Program
- C. **Resolution No. 2024-228-R:** Authorizing Change Order No. 3 to agreement with AECOM Technical Services, Inc. for roadway lighting modifications to Bid No. 2022-009-ITB | Town Madison Interchange, Phase II (\$59,440.92 to be paid from 2022-A I-565 Flyover Bond account)

FACILITIES AND GROUNDS

- A. **Resolution No. 2024-196-R:** Authorizing an Amended Contractor Agreement with Jani-King to change the begin date for the Community Center

INFORMATION TECHNOLOGY

- A. **Resolution No. 2024-227-R:** Authoring a sublease with Crown Castle for placement of two (2) antennas on the Rainbow Mountain Tower

LEGAL

- A. **Proposed Ordinance No. 2024-206:** Amending the City's Code of Ordinances to exempt hearing aids from Sales and Use Tax (First Reading 07/08/2024)

POLICE

- A. **Resolution No. 2024-213-R:** Authorizing the Mayor to enter into an agreement with the Madison Board of Education for the provision of Crossing Guards for the 2024-2025 school year
- B. **Resolution No. 2024-214-R:** Authorizing the Mayor to enter into an agreement with the Madison Board of Education for the provision of School Resource Officers for the 2024-2025 school year

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-13-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
July 08, 2024**

The Madison City Council met in regular session on Tuesday, May 28, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

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

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Absent
Council District No. 4 Greg Shaw	Absent
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, Administrative Assistant to the City Clerk Myranda Staples, City Attorney Brian Kilgore, Information Technology Director Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Parks & Recreation Kory Alfred, Economic and External Affairs Officer Traci Gillespie, and Director of Development Services Mary Beth Broeren.

Public Attendance registered: Margi Daly, Tom Borchner, Mike & Tonia Stulting, Ashley Stout, Evan Stout, Jocelyn Broer, Les Lewis, Walt Anderson

AMENDMENTS TO AGENDA

Council President Ranae Bartlett requested the following amendments to the agenda:

- Under Presentations and Awards, item C is going to be added to the agenda, a presentation from the library to be given by Connie Chow, Interim Executive Director.

APPROVAL OF MINUTES

MINUTES NO. 2024-12-RG DATED JUNE 24, 2024

Council Member Seifert moved to approve Minutes No. 2024-12-RG. Council Member Spears seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

MINUTES NO. 2024-07-WS DATED JUNE 26, 2024

Council Member Seifert moved to approve Minutes No. 2024-07-WS. Council Member Wroblewski seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF SCHOLARSHIP TO EVAN STOUT, SON OF LIEUTENANT JON STOUT, BY COPS' KIDS REPRESENTATIVE, TOM BORCHER. EVAN WAS SELECTED AFTER SUBMITTING AN ESSAY FOR "WHAT IT IS LIKE GROWING UP AS A CHILD OF A LAW ENFORCEMENT OFFICER."

Evan received a scholarship in the amount of \$2,000 to use towards college. Scholarship is awarded based on the written essay. Evan received the scholarship with his father by his side. Evan also received a \$100 gift card. A round of applause was given.

PRESENTATION OF PROCLAMATION BY MAYOR TO SUPPORT THE 40TH ANNIVERSARY OF THE MADISON STATION HISTORICAL PRESERVATION SOCIETY

Mayor Finley presented the proclamation to the Madison Station Historical Preservation Society. Award was accepted by President, Debbie Overcash and several committee members. A round of applause was given.

PRESENTATION OF STATEMENT OF CONCERN FROM MADISON PUBLIC LIBRARY INTERIM EXECUTIVE DIRECTOR, CONNIE CHOW

Ms. Chow presented a formalized process to issue concerns to the public library. Residents must live in Madison County or live within Madison City limits and must have a library card. The website to reach the statement of concern form is: <https://hmcpl.org/concerns>

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.*

TONIA STULTING

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

- Process to report an inappropriate library book
- Concern over inappropriate library books

RACHEL HOMOLAK (DISTRICT 4)

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

- Inappropriate books in the library

SUSAN STEWART (HUNTSVILLE)

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

- Backlash against the library

MARGI DALY (DISTRICT 6)

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

- City debt
- Taxes
- Increase in cost of City facility rentals for citizens
- LED lights
- AYSO
- Breeland

STATE REPRESENTATIVE PHILLIP RIGSBY

State Representative Rigsby appeared before Council and Mayor Finley to voice his concerns on the following items:

- Proposed Ordinance 2024-206 Amending the City’s Code of Ordinances to exempt hearing aids from Sales and Use Tax
- Representing House Representative Margie Wilcox who is the Author of the bill in the House
- House Representative Margie Wilcox is asking local municipalities to consider removing the hearing aid tax

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council Member Spears reviewed the consent agenda and gave the finance committee report. Council Member Spears moved to approve the Consent Agenda and Finance Committee report as follows:

General Operating Account	\$2,278,936.69
Special General Operating Account	\$1,034.58
ADEM Storm Drainage	\$2,545.00
Gasoline Tax & Petroleum Inspection fees	\$17,037.14
Library Building Fund	\$7,219.88
Water Distribution and Storage	\$1,100.00

Regular and periodic bills to be paid

Resolution No. 2024-178-R: Authorizing an amendment to agreement with Republic Services to add twice weekly dumpster services for the Community Center located at 1329 Browns Ferry Road (one time delivery fee of \$100, \$256.69 monthly, to be paid from General Services account)

Resolution No. 2024-194-R: Authorizing the renewal of a uniform rental agreement with CINTAS (to be paid for by Public Works Department budget)

Resolution No. 2024-210-R: providing for the disposition of personal property of negligible value formerly used by the Fire Department (Vehicle extendedbed slide out) via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances

Resolution No. 2024-211-R: Declaring personal property formerly used by the Fire Department (2008 Chevrolet Tahoe, VIN 1GNFK03078R153389) as surplus and authorizing its sale via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances

Acceptance of donation from Ellajo Thompson (\$200.00 to be deposited in the Fire Donation account)

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

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

- Commended Parks & Recreation Director, Kory Alfred, and his team for a wonderful July 3rd Celebration at Dublin Park
- Commended Police Department & Fire Department for their support with the Celebration
- Commended Public Works for their help with the event
- Commended School system for use of school buses to shuttle citizens back and forth to the event

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Great job to Parks & Recreation for a fabulous job with the City’s July 3rd Celebration
- Thanked Commissioner Violet Edwards for the invitation to the Women in Government Seminar
- Addressed Mrs. Homolak & Mrs. Stulting with their library issues and encouraged them to use the library’s process to report a concerning book

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Thanked all involved with the July 3rd Celebration
- Thanked Steve Smith for the tour of the Community Center
- Thanked everyone who attended and supported the Town Hall on the City Budget- all comments and concerns have been taken into consideration

COUNCIL DISTRICT NO. 3 TEDDY POWELL

Council Member Powell was absent

COUNCIL DISTRICT NO. 4 GREG SHAW

Council Member Shaw was absent

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- **Resolution No. 2024-209-R: AUTHORIZING THE ARCHIVING OF THE JUNE 26TH, 2024 CITY COUNCIL WORK SESSION**

- Council Member Spears moved to approve. Council Member Wroblewski seconded. The roll call vote to approve the archiving of the Council Work Session was taken and recorded as follows:

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

Motion carried.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Excited for the Beautification Board’s Annual Award Ceremony happening Thursday July 11, 2024.
- Commended the Beautification Board for all they do to help make the city beautiful
- Brought findings from her recent research regarding recent library concerns
- According to Library Establishment Policy & Service Requirements Alabama Admin Code 520 -2-2 -.03 Rule No. 11:
- In order for the library to receive funds, “Physical location and relocation of sexually explicit or other material deemed inappropriate for children or youth.”
- Stated, “This will be falling under their purview to remove to a different location so those that are young cannot have easy access in the library”
- Challenged the library staff that it is their responsibility to remove sexually explicit material outside of the children’s section

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

- Commended Lieutenant Stout and A Cop’s Kids Organization for their great work
- Thankful for a donation of \$1,000 for Palmer Park last week from Brayden Booth, Gatorade Alabama Player of the Year in support of Miracle League of Madison

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.

PROPOSED ORDINANCE NO. 2024-124: ZONING CERTAIN PROPERTY OWNED BY CANETA HALL HUNNICUTT AND DAVID A. HUNNICUTT LOCATED AT 100 ROEMA DRIVE TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) UPON ANNEXATION (FIRST READING 5/28/2024)

Planning Director, Mary Beth Broeren, explained to Council 100 Roema Drive is an existing single-family home that would be zoned R-2 upon annexation. The property owner was not in attendance.

Council President Bartlett opened the floor for public comments regarding this request.

The following citizens spoke during the opened Public Hearing:

- Margi Daly expressed her concern over R-2 Zoning
- Jocelyn Broer expressed her concern for citizens and their homes in this area

Council Member Seifert moved to approve Proposed Ordinance No. 2024-124. Council Member Spears seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-162-R: AUTHORIZING A DEVELOPMENT AGREEMENT WITH GPR-SOUTH MADISON LLC

Planning Director, Mary Beth Broeren, explained to Council the details of the GPR-SOUTH MADISON LLC development agreement. The property is a 5.35-acre site with 22,199 sf approved for the site. Site improvements are estimated to start August 2024. The site has been approved for commercial usage.

Council President Bartlett opened the floor for public comments regarding this request.

The following citizens spoke during the opened Public Hearing:

- Ms. Margi Daly expressed her concern over the project

Council Member Wroblewski moved to approve Resolution No. 2024-162-R. Council Member Seifert seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO 2024-198-R: AUTHORIZING AMENDMENT NO. 3 WITH GOODWYN MILLS AND CAWOOD ON PROJECT 22-036 HUNTSVILLE-BROWNSFERRY BURGREN ROUNDABOUT FOR RIGHT-OF-WAY ACQUISITION PREPARATION (\$900 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-198-R. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-212-R: AUTHORIZING THE MAYOR TO SIGN A LETTER OF CONCURRENCE WITH ALDOT FOR AWARD OF THE MADISON BOULEVARD PAVING PROJECT TO ROGERS GROUP, INC. (\$651,496.80 TO BE PAID FROM FUND 38)

Council Member Seifert moved to approve Resolution No. 2024-212-R. Council Member Spears seconded. Mayor Finley asked for a snapshot of what this project would do for the city. The city is partnering with ALDOT funding to repave Madison Boulevard. The total cost of the project is estimated to be around 3.1 million. The City will pay 20% of the cost. Council President Rane Bartlett asked for clarity when the project would start. It is estimated the project will start in the fall. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2024-206: AMENDING THE CITY’S CODE OF ORDINANCES TO EXEMPT HEARING AIDS FROM SALES AND USE TAX (FIRST READING)

This is the First Reading only

PLANNING

PROPOSED ORDINANCE NO. 2024-123: ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OWNED BY CANETA HALL HUNNICUTT AND DAVID A. HUNNICUT LOCATED AT 100 ROEMA DRIVE (FIRST READING 05/28/2024)

Council Member Spears moved to approve Proposed Ordinance No. 2024-123. Council Member Spears seconded. The vote was taken and recorded as follows:

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

RESOLUTION NO. 2024-204-R: SETTING A PUBLIC HEARING ON PROPOSED ORDINANCE NO. 2024-205; ZONING CERTAIN PROPERTY OWNED BY OLD TOWN INVESTMENTS LLC CONSISTING OF 0.55 ACRES LOCATED NORTH OF TOWN

MADISON BOULEVARD AND WEST OF THE TOWN MADISON INTERSTATE RAMPS FROM AG (AGRICULTURE) TO UC (URBAN CENTER DISTRICT) (FIRST PUBLICATION 7/17/2024, SYNOPSIS 7/24/2024, PUBLIC HEARING 8/12/2024)

Council Member Wroblewski moved to approve Resolution No. 2024-204-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

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

Motion carried.

PROPOSED ORDINANCE NO. 2024-188: VACATION OF UTILITY AND DRAINAGE EASEMENT LOCATED WITHIN LOT 86 OF BELLWOODS PHASE 2 SUBDIVISION (117 OAKLAND CHURCH) (FIRST READING 06/24/24)

Council Member Wroblewski moved to approve Proposed Ordinance No. 2024-188. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

POLICE

PROPOSED ORDINANCE NO. 2024-195: AMENDING THE CITY’S HANDICAPPED PARKING ORDINANCE (FIRST READING)

This is a first reading only

RESOLUTION NO. 2024-208-R: AUTHORIZING A SERVICE AGREEMENT WITH PROPERTYROOM.COM INC. FOR THE AUCTION OF ABANDONED OR UNCLAIMED STOLEN PROPERTY OBTAINED BY THE POLICE DEPARTMENT.

Council Member Wroblewski moved to approve Resolution No. 2024-208-R. Council Member Denzine seconded. The vote was taken and recorded as follows:

Council Member Maura Wroblewski	Aye
Council Member Karen Denzine	Aye
Council Member Ranae Bartlett	Aye

Council Member Connie Spears	Aye
Council Member Teddy Powell	Absent
Council Member Greg Shaw	Absent
Council Member John Seifert	Aye

Motion carried.

RECREATION

PROPOSED ORDINANCE NO. 2024-197: AMENDING THE FEE SCHEDULE FOR RENTALS AND USE OF RECREATION FACILITIES (FIRST READING 06/24/24)

Council Member Wroblewski moved to approve Ordinance No. 2024-197. Council Member Seifert seconded. Council Member Denzine posed the question, why are non-profit organizations being charged at the same rates as others to use the Community Center? City Attorney Kilgore mentioned equal protection if a particular organization is treated differently than others. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

Having no further business to discuss Council Member Seifert 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	Absent
Council Member Greg Shaw	Absent
Council Member Ranae Bartlett	Aye
Council Member Karen Denzine	Aye
Council Member John Seifert	Aye

Motion carried.

The meeting was adjourned at 7:21 p.m.

Minutes No. 2024-13-RG, dated July 8th, 2024, read, approved and adopted this 22nd day of July 2024.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Lori Spaulding
Recording Secretary

RESOLUTION NO. 2024-220-R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHASE AND
PAYMENTECH, LLC FOR PAYMENT PROCESSING**

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 with Chase and Paymentech, LLC for the establishment of merchant accounts necessary to process payments made through Tyler Payments, said document to be substantially similar in purpose, intent, and composition to the attached agreement titled "Submitter Merchant Payment Processing Instructions and Guidelines." 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 proposed quote 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 22nd day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama



J.P.Morgan

**SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant.

Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Tyler Technologies, Inc** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from

your Transaction proceeds, we may debit your Settlement Account for such amounts ;

(d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules (“NACHA Rules”) are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions (“ACH Transactions”). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the “ODFI”, as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer’s account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer’s receiving depository financial institution (the “RDFI”, as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer’s account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Data Security and Privacy

By signing below, you represent to us that you **do not** have access to any Account Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Account Information from Submitter. In the event that you do happen to receive Account Information in connection with the processing services provided by Submitter or CMS under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Network or applicable law and you will comply with all applicable Network Rules and Security Standards. If at any time you believe that Account Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must insure compliance with all Security Standards that are applicable to you and which may be published from time to time by the Network. If any Network requires an audit of you due to a Data Compromise Event or suspected event, you agree to cooperate with such audit. You may not use Account Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information as provided to you, or as specifically allowed by Network Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Account Information to third parties.

9. Definitions.

- (a) "**Account Information**" is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include the Card account number, the bank account number, the card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (b) "**ACH**" means Automated Clearing House.
- (c) "**Card**" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (d) "**Chargeback**" is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) "**Chase**" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (f) "**CMS**", "**we**", "**our**", and "**us**" is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (g) "**Customer**" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a

- payment with you relating to a Transaction.
- (h) **“Data Compromise Event”** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (i) **“ECP”** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (j) **“Network”** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association (“NACHA”), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) **“Network Rules”** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **“Refund”** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) **“Return”** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (n) **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program, MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) **“Transaction”** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (p) **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:

- I am an owner, officer, partner or other authorized representative of the Merchant (“Authorized Representative”), duly authorized to:
 - enter into legally binding agreements on behalf of the Merchant;
 - execute and submit this document on behalf of Merchant;
 - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
 - investigate and verify the credit and financial information of Merchant, and
 - obtain credit reports on Merchant from time to time in connection with establishing Merchant’s account and maintaining the Agreement.

If I have identified myself as an Owner of Merchant in this document, by signing below I authorize and instruct Chase Paymentech, Member, or their designee(s) to conduct the following in connection with establishing Merchant’s account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom) on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified herein or in the Application, the Agreement, or any other document provided by me or Merchant in connection with any of the foregoing.

Merchant, intending to be legally bound, hereby agrees to the terms and conditions of the above Payment Processing Instructions and Guidelines.

Agreed and Accepted by:

City of Madison, Alabama

MERCHANT LEGAL NAME

100 Hughes Road, Madison, Alabama 35758

Legal Address

By (authorized signature)

Paul Finley, Mayor

By, Name, Title

Date

RESOLUTION NO. 2024-221-R**ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 060162 FOR DAMAGE TO MAIN STREET CAFÉ, A CITY OWNED PROPERTY**

WHEREAS, on June 29, 2023, at 1:30 p.m. which loss upon the best knowledge and belief that the accident happened when Tenant employee was smoking on the south end of the insured building, Main Street Café and did not fully extinguish the cigarette, thus causing the fire.

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 \$149,074.78, with a deductible of \$1000.00, the full and final settlement of \$148,074.78.

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 \$149,074.78, with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$148,074.78. 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 22nd day of July 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day July 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS TO

\$143,003,629.00 Amount of Policy at Time of Loss

0094347281233 Policy Number

10-1-22 Policy Effective Date

Alabama Municipal Insurance Corporation INSURANCE COMPANY

Agency At

10-1-23 Policy Expiration Date

Claim Number: 060162

Mike Gardner Agent

By the above indicated policy of insurance you insured:

CITY OF MADISON

against loss by Fire upon the property according to the terms and conditions of said policy and all forms, endorsements, transfers and assignments attached thereto.

Time and Origin: A Fire loss occurred about 1:30 o'clock PM, on the 29th day of June, 2023. The cause and origin of said loss was: Tenant employee was smoking on the south end of the insured building, Main Street Cafe, and did not fully extinguish the cigarette, thus causing the fire.

Property Involved in Claim: Commerical Building - Main Street Cafe.

Occupancy: The Building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatsoever: Commerical.

Title and Interest: At the time of the loss the interest of your insured in the property described therein was as owner. No other person or entity had any interest therein or encumbrance thereon, except: None.

Changes: Since the above policy was issued there has been no change in title, use or possession of said property except:

The Total Insurance covering the described property including this policy and all other policies (whether valid or not), binders or agreements to insure was at time of loss.....\$143,003,629.00

Full Replacement Cost of said property at time of loss.....\$

Full Cost of Repair of Replacement..... \$ 149,074.78

Applicable Depreciation..... \$ 0.00

Actual Cash Value Loss..... Replacement Cost Loss.....\$ 149,074.78 Less deductible and/or participation by the insured..... \$ (1,000.00)

Actual Cash Value Loss..... Replacement Cost Loss.....\$ 148,074.78

Supplement Claim, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within 180 days from date of loss will not exceed : \$0.00.

This loss did not originate by any act, design, or procurement of the insured, or the insured, or this subscriber, nothing has been done by or with the privity or consent of the insured or this subscriber to violate the conditions of the policy; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, belonging to and in possession of the insured at the time of loss: no property saved has been concealed and no attempt to deceive the company has been made. Any other information that may be required will be furnished and considered part of this proof.

It is expressly understood and agreed that the furnishing of this blank to the insured or the assistance of an adjuster, or any agent of the insured in making of this proof, is not a waiver of any rights of said insurer or any of the conditions of this policy.

*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.

State of Alabama Insured

County of Madison By Mayor (Title)

Subscribed and sworn to before me this 12th day of July, 2024



Notary Public signature

RESOLUTION NO. 2024-224-R

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN EXISTING AGREEMENT WITH WOW! BUSINESS FOR INTERNET SERVICES AT THE COMMUNITY CENTER

WHEREAS, on June 10, 2024, the City Council of the City of Madison, Alabama, passed Resolution No. 2024-183-R authorizing the renewal of an agreement with Wow! Business for the provision of internet services for the Community Center located at 1329 Browns Ferry Road; and

WHEREAS, at the request of the Information Technology Director the agreement be amended to convert the fiber circuit from a point-to-point circuit to a DIA circuit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, subject to the terms and conditions of the attached Quote No. OPP-1020714 and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate the amended agreement, the terms and conditions of which shall be consistent with the attached "Quote No. OPP-1020714."

READ, PASSED, AND ADOPTED this 22nd day of July 2024.

Ranae Bartlet, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

BUSINESS SERVICE ORDER

Business: City of Madison Browns Ferry Rd

Phone: (256) 772-5600

Date: 7/10/2024

Account #: 19683838

Fed Tax ID: 63-6005367

Quote #: OPP-1020714

Contact: Chris White

Email: chris.white@madisonal.gov

PHYSICAL ADDRESS

1329 Browns Ferry Rd
Madison AL 35758

BILLING ADDRESS

ATTN: Chris White 100 Hughes Rd
Madison AL 35758-1110

CONTRACT TERM

36 month(s)

SALES REP

Laura Dean
(256) 489-6417
laura.dean@wowinc.com

Product	Line Description	New/Existing	Qty	Sales Price	Install Fees	Monthly Charges
Data						
DIA - 300Mbps	Dedicated Internet Access - 300Mbps	New	1	\$700.00	\$0.00	\$700.00
Static IP (5)	Static IP (5 Usable)	New	1	\$21.99	\$0.00	\$21.99
DIA Installation (100Mbps+)	DIA Installation Charge for 100mbps+	New	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 721.99
Setup/Install Fees						
Downgrade Fee - Truck Roll	Downgrade Fee where a Technician Visit is required.	Downgrade	1	\$0.00	\$0.00	\$0.00
Total:					\$ 0.00	\$ 0.00
Pricing subject to approval after internal review					Total: \$ 0.00 \$ 721.99	

Special Instructions:	<p>*** Change Ethernet to DIA with 5 static IPs</p> <p>***This agreement will replace OPP 997570</p>
------------------------------	--

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time.

During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply. Pricing reflected above is a good faith estimate of final cost, which you agree may be reduced by any amount or increased by no more than \$20/mo without further authorization from you.

_____ (Initials)

I, **Chris White**, have requested to Downgrade the services listed above regarding Account Number 19683838 on . I understand that WOW! will charge me at my contractual agreed rates until the 60 or 30 (whichever is applicable) day notice is up and the Disconnect is implemented by WOW. This amount will be factored into the early termination fee associated with my account. I understand if I provided the appropriate notice days ahead of the formal disconnect date I will not be charged this amount separately and it will be billed as standard service charges. The early termination fee associated with my account in the amount of \$0.00 will be charged on my final invoice from WOW!.

_____ **Signature**

_____ **Date**

WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone and/or Knology, Inc. and/or NuLink that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "Knology," "NuLink," "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For Ohio customers, (i) Services are provided by Cogeco US (OH), LLC with management support provided by WOW!, and (ii) any references to "WOW!" or any WOW! legal entity under this Agreement, any Service Order and any other incorporated terms and conditions shall be deemed to mean Cogeco US (OH), LLC.

1. Subscription to Services. By signing this Agreement (either manually or electronically (such as by typing your name or clicking an "I Accept" or "I Agree" tab)), or otherwise indicating your consent to this Agreement (such as by verbal agreement or use of the Services) and/or physically or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

2. Terms and Conditions of Service. Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions (the "General Terms"), ; and (ii) use the Services strictly in accordance with any operating, privacy, DMCA and/or use policies (the "Service Policies"), and applicable service or product specific terms and guides; and (iii) applicable WOW! Tariffs. The General Terms, Service Policies and Tariffs are located at <http://www.wowforbusiness.com/policies-and-terms>, may be modified by WOW! from time to time in accordance with the General Terms and/or applicable law, and are incorporated herein by reference and made a part of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Customer is fully responsible for any such use, which may be subject to additional terms, restrictions and policies. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) any service or product specific terms; (3) the General Terms, (4) the Service Policies, and (5) this Customer Agreement.

3. Pricing. During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to change at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time. WOW! generally requires that monthly invoices be paid in one payment equal to the amount of the invoice. WOW! reserves the right to limit or restrict the frequency and/or amount of customer payments, the amount of any pre-payments and the methods used for payment.

4. PHONE SERVICE E911 NOTICE. In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! ADVANCED MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE; FOR VOIP PHONE SERVICE IN FIBER AREAS, WOW! PROVIDES A FIBER TERMINAL WHICH IS NOT EQUIPPED WITH A BATTERY BACKUP BUT CUSTOMERS MAY PURCHASE AN UNINTERRUPTIBLE POWER SUPPLY(UPS) FROM WOW! (OR FROM ANOTHER THIRD PARTY RETAILER) WHICH WILL PROVIDE POWER TO THE WOW! FIBER TERMINAL FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP/UPS IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY/UPS IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM OR FIBER TERMINAL, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND OR INTERNET CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM, FIBER TERMINAL, OR PHONE EQUIPMENT WITHOUT PROPERLY CHANGING YOUR EMERGENCY SERVICE LOCATION ADDRESS. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM, FIBER TERMINAL OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU AGREE THAT YOU ARE RESPONSIBLE FOR: (I) CHANGING YOUR EMERGENCY SERVICE LOCATION ANY TIME YOU MOVE YOUR MODEM, FIBER TERMINAL OR PHONE EQUIPMENT BY EITHER ACCESSING THE WOW! COMMUNICATIONS PORTAL (WHERE AVAILABLE) OR CONTACTING US; AND (II) NOTIFYING END USERS OF THE SERVICE OF THE LIMITATIONS AND REQUIREMENTS DESCRIBED IN THIS SECTION. YOU ARE AWARE THAT THERE

MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER WOW!'S INSTALLATION OF SERVICE AND A DELAY OF AT LEAST THREE (3) BUSINESS DAYS WHEN YOU CHANGE YOUR EMERGENCY SERVICE LOCATION, FOR E911 SERVICE AVAILABILITY. WOW! WILL BE UNABLE TO REGISTER ANY SERVICE LOCATION PROVIDED IN CONJUNCTION WITH THE USE OF THE SERVICE AND/OR WOW! EQUIPMENT THAT IS OUTSIDE ITS 911/E911 PHONE SERVICE SUPPORT AREA. IN SUCH CIRCUMSTANCES, CUSTOMER WILL BE REQUIRED TO USE AN ALTERNATIVE MEANS OF ACCESSING 911/E911. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

5. Other Hosted VoIP Service Restrictions. Hosted VoIP phone service Customers further agree that: (i) the Service must be installed by WOW! "on-net", through the WOW! network, to ensure that the phone has been properly provisioned. Phones not properly installed on the WOW! network first may not properly function "off-net" (i.e., use of the WOW! VoIP phone when connected to the public Internet via a separate telephony, communications or Internet service provider ("Third Party Provider")); (ii) WOW! technical support is not available for phones not connected to the WOW! network. Customer assumes all risks of off-net use of the Service, including any interruption, loss of service or functionality attributable in whole or in part to a Third Party Provider; (iii) Customer is responsible for programming its multi-line phone system to comply with laws relating to location information requirements; and (iv) the Service may not support or be compatible with certain medical monitoring devices or security systems. Customer must test the functioning and compatibility of the medical devices and/or alarm monitoring services with WOW!'s phone service.

6. Other Off-Net Service Limitations. If you subscribe to WOW! Ethernet Services, you agree and acknowledge that the Services may be provided using certain off-net facilities of carriers not affiliated with WOW!. For these purposes, "off-net" means that WOW! may use a third party carriers' facilities to connect back to the WOW! network for delivering services to a Customer location. Unless otherwise specifically agreed to by WOW! in writing, locations served by these "off-net" facilities are not eligible for service level guarantees (SLAs) or credits in the event of a disruption or interruption of services attributable to the off-net facilities. WOW!'s ability to provide off-net services is determined by WOW! in its sole discretion.

7. INTERNET SPEED LIMITATIONS. WOW! PROVIDES ITS INTERNET TO PROVIDE DOWNLOAD SPEEDS UP TO THE SPEED INDICATED IN YOUR SERVICE PACKAGE. WOW! DOES NOT GUARANTEE THE SPEED OF ITS INTERNET SERVICE. THE ACTUAL SPEEDS THAT YOU RECEIVE AT YOUR BUSINESS MAY VARY FROM THE "UP TO" SPEED DESIGNATED IN YOUR SERVICE PACKAGE. WOW! GENERALLY ADVERTISES "WIRED" SPEEDS. WIRED CONNECTIONS USE ETHERNET CABLES PLUGGED INTO THE ETHERNET PORT OF THE APPROVED MODEM OR FIBER TERMINAL. THESE CONNECTIONS PROVIDE THE BEST PERFORMANCE. WE RECOMMEND USING A CAT6A OR BETTER ETHERNET CABLE. WIRELESS SPEEDS MAY VARY. THERE ARE MANY FACTORS THAT AFFECT INTERNET SPEED AND OTHER INTERNET PERFORMANCE METRICS, SOME OF WHICH ARE NOT WITHIN OUR CONTROL INCLUDING, WITHOUT LIMITATION: LIMITATIONS OF YOUR EQUIPMENT OR OTHER THIRD PARTY EQUIPMENT, SUCH AS COMPUTERS, ROUTERS, MODEMS AND FIBER TERMINALS; THE NUMBER OF WORKSTATIONS OR PORTS USING A SINGLE CONNECTION; THE NUMBER OF USERS/DEVICES; TECHNICAL LIMITS OF ETHERNET PORTS (WHEN USING A 1GBPS ETHERNET PORT, YOUR ACTUAL SPEED TO A SINGLE DEVICE WILL GENERALLY BE UP TO 940MBPS OVER A HARDWIRED CONNECTION, BECAUSE DATA OVERHEAD (I.E. THE DATA USED TO RUN THE SYSTEM) WILL AUTOMATICALLY REQUIRE SOME BANDWIDTH, WHICH WILL REDUCE ACTUAL SPEEDS; THE TYPE OF CONNECTION BETWEEN YOUR COMPUTER OR OTHER DEVICE AND THE MODEM OR FIBER TERMINAL (WIRED VS WIRELESS); AND OTHER FACTORS OUTSIDE OF WOW!'S CONTROL. 1GBPS AND 1.2GBPS SPEEDS MAY REQUIRE A DIRECT ETHERNET CONNECTION (AND EQUALLY CAPABLE EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. 3GBPS AND HIGHER SPEEDS REQUIRE A DIRECT ETHERNET CONNECTION TO A 3GBPS OR HIGHER CAPABLE ROUTER OR ACCESS POINT (AND EQUALLY CAPABLE END USER EQUIPMENT) TO SUPPORT MAXIMUM INTERNET SPEED. AS A RESULT, EVEN IF YOU PURCHASE 3GBPS OR HIGHER SPEEDS FROM WOW!, ACTUAL SPEEDS TO A DEVICE WILL BE LIMITED BY THE LOCATION, NUMBER AND CAPABILITY OF THE WIFI DEVICE AND YOUR CONNECTED EQUIPMENT. SPEED TO YOUR BUSINESS LOCATION IS SHARED AMONG ALL THE DEVICES. IN ORDER FOR AN INDIVIDUAL DEVICE TO RECEIVE THE MAXIMUM WIRED SPEED THAT YOU HAVE PURCHASED, THAT DEVICE MUST HAVE EXCLUSIVE USE OF THE INTERNET SERVICE WITHIN THE BUSINESS AND ALL EQUIPMENT BETWEEN WOW!'S NETWORK AND THE DEVICE MUST BE CAPABLE OF SUPPORTING THE MAXIMUM SPEED. HOWEVER, MULTIPLE DEVICES SIMULTANEOUSLY CONNECTED TO THE CABLE MODEM, GATEWAY, OR FIBER TERMINAL CAN PUSH AGGREGATE USAGE UP TO THE ADVERTISED RATE. YOUR INTERNET SERVICE IS ALSO SUBJECT TO OUR ACCEPTABLE USE AND NETWORK MANAGEMENT POLICIES, UNDER WHICH WE RESERVE THE RIGHT TO MANAGE OUR NETWORK AND YOUR USE OF IT, WHICH MAY INCLUDE PRACTICES THAT LIMIT SPEEDS DURING PERIODS OF NETWORK CONGESTION, OR WHEN NETWORK USAGE IS HEAVY OR OTHERWISE EXCEEDS NORMAL USE.

8. Wireless Failover. Wireless Failover service provides a backup wireless service that allows for essential functionality of the WOW! Internet service in the event that the wired Internet connection is interrupted. The service is not available in all areas. Wireless Failover equipment can limit expected and actual HSD speeds, even when the Wireless Failover service is not engaged. Devices connected to the Wireless Failover equipment cannot receive Gig speed. Expected wired download speed for 1Gbps speed is limited to approximately 800Mbps to 850Mbps, under normal operation. When Wireless Failover service is engaged, speed is limited further to peak download of 150Mbps (LTE)/42.4Mbps in areas where 4G is not available, and peak upload 50Mbps (LTE)/5.76Mbps in areas where 4G is not available. Speeds are not guaranteed.

9. CPNI Approval. Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

10. Porting of Telephone Numbers. Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

11. Telephone Authorization and New Telephone Numbers. To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!,

or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install.

12. Directory listings. Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

13. Term and Termination; Early Termination Fee. The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement or Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee (ETF) calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form or, in the case of a downgrade, the difference between the monthly recurring charges (MRC) at the rates stated in the original Service Order form and the MRC at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

14. Access to Premises and Installation of System. Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

15. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration. You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

16. Commercial Use Restrictions on Video. Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

17. WOW! tv+. You must lease a minimum of one WOW! tv+ box to receive WOW! tv+ service. WOW! tv+ requires a WOW! tv+ box (or a WOW! approved Customer Owned Device) on each TV and a subscription to WOW! Internet (120Mbps or greater) and TV service. WOW! is not responsible for the operation, function, repair, maintenance or other aspects of a Customer Owned Device.

18. Restrictions on Resale and Other Use. Use of the Services for resale or in any other way where the WOW! Services are used by Customer to provide service to Customer end users must be authorized in writing by WOW!. Any such use of the WOW! Services may be subject to a separate master services agreement and/or other terms, restrictions and policies. Customer is the customer-of-record for Services acquired under this Agreement. If Customer (with prior authorization from WOW!), resells Service or in any way incorporates WOW! Services into service it provides to its End Users (the "Customer Services"), Customer: (i) will be solely responsible for the Customer Services, including supporting its End Users with respect to all matters pertaining to its services, including without limitation, Customer Services provisioning, billing and collection, dispute resolution, crediting and legal and regulatory compliance matters such as DMCA; and (ii) agrees to indemnify and hold harmless WOW!, its parents, affiliates, subsidiaries, contractors, subcontractors, and agents from and against any and all costs, claims, causes of actions, and demands, including reasonable attorneys' fees, incurred by WOW! as a result of, or in connection with, the Customer Services, including any actual or alleged act of copyright infringement conducted using the internet service provided by WOW! to Customer or any other Customer Services; and (iii) may be subject to additional terms and conditions. "End User" means any person or customer of Customer or its affiliates that is receiving or using Customer Services. For example, an End User may be a person or entity to whom Customer provides telecommunication, broadband or related services that utilizes, in whole or in part, the WOW! Service provided under the terms of this Agreement.

19. Miscellaneous. All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

20. Satisfaction Guarantee for High Speed Internet, Business Premium fiber, Business Phone Complete or Business Phone Basic (Business Line) and Hosted VoIP Services. Notwithstanding the forgoing, if you are not satisfied with WOW!'s (i) High Speed Internet Service or (ii) Business Premium fiber (iii) Business Line or (iv) Hosted VoIP Service, for any reason, you may terminate this Agreement and/or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP Services for any reason without incurring the MRC portion of the ETF during the first sixty (60) days of the initial

Term of this Agreement (the "Cancellation Period") without incurring the MRC portion of the ETF (as it relates to the disconnected or downgraded Service) by contacting WOW! in writing before the end of the Cancellation Period and notifying WOW! of your decision to terminate this Agreement or disconnect or downgrade your High Speed Internet, Business Premium fiber, Business Line, or Hosted VoIP services. You will be responsible for: (i) paying for the WOW! Services you received and all other charges and fees that you incurred prior to exercising your rights under this subsection through the date the WOW! Services are disconnected or downgraded; and (ii) construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services.

21. Termination for Chronic Service Failures. The Parties agree that Customer may terminate the Agreement as to a particular Service Location for a particular service only upon thirty (30) days prior written notice to WOW! if there are three (3) or more service outages for the same particular service, defined as a service outage that lasts for a continuous period of at least two (2) hours, caused by WOW! that occur within a three (3) month period and are not repaired by WOW! within a mean time to repair of four (4) hours; provided, however, this right of termination shall not apply to outages caused by Customer or force majeure events. Customer's termination of the Agreement pursuant to the prior sentence shall be deemed a termination by Customer for cause pursuant to the Agreement, and no early termination fees will apply.

22. Use of Electronic Signatures and Records. The Parties agree that they may conduct business using electronic means including using electronic records and electronic signatures, except with respect to notices required by the Terms or applicable law to be given in another manner. You agree that your electronic signature or acceptance of this Agreement and the Terms, which may include, for example, an electronic symbol or process executed by you (such as clicking an "I agree" or "I accept" tab or typing and submitting your name) on or related to any Service Order or Agreement is the legal equivalent of a manual signature. You acknowledge that this form of signature is binding and that it shall be binding and enforceable pursuant to Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, and applicable state laws. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature.

23. Electronic Communications. You consent to receive communications from us electronically (for example, email or online posting). We may communicate with you by email, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you provide us with an email address for purposes of receiving communications, you confirm that the email address you have given us is an appropriate vehicle for the delivery of notices and other information to you and WOW! may send notices to you by email, instead of (or in addition to) postal mail.

IN WITNESS WHEREOF, the Parties hereto have executed (by manual or electronic signature or verbal agreement) and delivered this Agreement to be effective on the latest date that either party indicated its acceptance of this Agreement, as further described in this agreement.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

Print Name: Laura Dean
Title: SAM

Service Address: 1329 Browns Ferry Rd Madison AL 35758
Phone: (256) 772-5600

CUSTOMER ACKNOWLEDGEMENT: By accepting this Agreement (by signing manually or electronically (such as by typing your name or clicking an "I Accept or "I Agree" box)), verbally agreeing and/or using the Services), I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

PIN # _____

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

RESOLUTION NO. 2024-225-R

ACCEPTANCE OF SETTLEMENT OFFER FROM GEICO INSURANCE COMPANY ON CLAIM NO. 0281386540101036 FOR DAMAGE TO GUARDRAIL

WHEREAS, on November 4, 2023, at approximately 7:10 a.m., loss upon the best knowledge and belief was caused by driver of insured vehicle leaving roadway and colliding with guardrail on Segers Road;

WHEREAS, GEICO Insurance Company, the insurance carrier for the insured vehicle owner, has submitted an insurance payment to the City of Madison in the amount of \$15,250.00.

NOW, THEREFORE, BE IT RESOLVED that this is the final settlement payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$15,250.00 from GEICO Insurance Company for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 22nd day of July 2024

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2024

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-229-R

A RESOLUTION AUTHORIZING MAYOR TO ACCEPT AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR CREDIT CARD PAYMENT SUPPORT SERVICES

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 a quotation for services from Tyler Technologies, Inc., for credit card payment support services, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Invoice" 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 quotation accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama



Quoted By:
Quote Expiration:
Quote Name:

Heather Brown
1/4/25
City of Madison AL - Enterprise
Payments

Sales Quotation For:
City of Madison
100 Hughes Rd
Madison AL 35758-1110

Payments

	Use Case	List Price	Service%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Tyler One										
Enterprise Payments	Licenses		3.70%	\$ 2.50				X	X	
Payments - Other Fees										
Tyler One										
Payer eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost Per card transaction with Visa, MasterCard, Discover, and American Express.
Payer eCheck Cost Per electronic check transaction.
eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Annual
Tyler One				
Third Party Hardware, Software and Services				
Payments PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180
Payments Lane 7000 Terminal Purchase	1	\$ 529	\$ 529	\$ 0
TOTAL			\$ 529	\$ 180

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total SaaS	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 529	\$ 180
Summary Total	\$ 529	\$ 180
Contract Total	\$ 709	

Comment

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually in advance. Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
 - Fees for hardware are invoiced upon delivery.
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.
 - Expenses associated with onsite services are invoiced as incurred.
- Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

RESOLUTION NO. 2024-230-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH RIVERTREE SYSTEMS, INC.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Professional Services Agreement with RiverTree Systems, Inc., for auditing services for the Revenue Department in exchange for hourly compensation of seventy-five dollars (\$75.00) per hour, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the Agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to RiverTree Systems, 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 22nd day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

AGREEMENT FOR EXAMINATION SERVICES

THIS AGREEMENT made and entered into on this the 22nd day of July 2024 by and between the **CITY OF MADISON**, hereinafter referred to as the "Client", and **RIVERTREE SYSTEMS, INC.**, an Alabama corporation (hereinafter referred to as "RIVERTREE").

1. The Client desires to provide for the collection of all local taxes and fees, regardless of the jurisdiction in which a taxpayer subject to the Client's taxing power maintains its principal office, to provide that all taxpayers are treated equally and to provide that all tax related ordinances are uniformly and consistently applied. In order to accomplish these goals and objectives, the Client desires to retain the services of a company legally qualified as a "private auditing or collecting firm" as defined in the Alabama Taxpayers' Bill of Rights and Uniform Revenue Procedures Act, Code of Alabama (1975) §40-2A-1 et seq. (hereinafter the "Taxpayers' Bill of Rights") to perform audits and examinations of such taxpayers' books and records.

2. RIVERTREE is qualified as a private auditing or collecting firm under the Taxpayers' Bill of Rights and, as such, provides collection, examining and consulting services for local governments throughout the State of Alabama. RIVERTREE has represented to the Client that (i) it is knowledgeable of all laws and regulations applicable to private auditing or collecting firms, (ii) it provides its services in full compliance with all applicable laws and

regulations, and (iii) it obtains all of the legally required certifications, fidelity bonds, and legal letters of authority to act as a private auditing or collecting firm.

3. The Client desires to retain RIVERTREE as a private auditing firm to provide tax auditing and examination services under the terms and conditions, of this Agreement.

NOW, THEREFORE, PREMISES CONSIDERED, RIVERTREE and the Client hereby agree as follows:

1. **RIVERTREE SYSTEMS, Inc.** The Client and RIVERTREE hereby agree that RIVERTREE will provide the following services:

- a) Identify and prepare a written list of "taxpayer candidates for examination "based on objective criteria to be agreed upon by RIVERTREE and the Client in advance of such work.
- b) Pursuant to Code of Alabama (1975) §40-2A-13(d) upon first contact with the taxpayer, RIVERTREE shall disclose in writing the identity of the Client and all other clients represented by RIVERTREE and shall provide a copy of appropriate written authorization of RIVERTREE’s representation from the Client and from any such other client.
- c) Inspect and examine on behalf of the Client, all books, records and other documents of taxpayers assigned to be examined by the Client to determine to what extent, if any, the taxpayer owes the Client sales and use taxes, occupational taxes, license fees, lease taxes, tobacco taxes, gasoline taxes, and any other city tax, plus interest, penalties and other charges thereon, as directed by Client and in accordance with the ordinances, resolutions and regulations of the Client.
- d) RIVERTREE acknowledges that Code of Alabama (1975) §40-2A-13(f) provides that when a private examining or collecting firm represents more than one county, city or town on the date it first contacts a taxpayer, the private examining or collecting firm shall examine the taxpayer's books and records for all such counties, cities or towns simultaneously. Therefore, when conducting examinations initiated by other RIVERTREE clients (counties or other cities and towns), RIVERTREE will include Client on the list of entities for which the examination is being conducted. In the event RIVERTREE examines a taxpayer on behalf of other RIVERTREE clients who have not enacted the same taxes as Client, then RIVERTREE’s audit of such taxpayer shall include all such taxes of Client.

- e) Perform examinations of taxpayer's records in accordance with "*The Minimum Standard Examination Program*" established by the Alabama Local Tax Institute of Standards and Training (the "Minimum Standards").
- f) Report to the Client that information necessary for the Client to assess the taxpayer's sales and use taxes, license fees, lease taxes, and all other County taxes, plus interest, penalties and other charges thereon for transactions which RIVERTREE reasonably believes may have resulted in an obligation of the taxpayer to pay such taxes to the Client.
- g) Prepare and present to the Client a "Findings Report," which shall include, at a minimum, all information required to prepare a written report under the Minimum Standards and a summary thereof on each examination performed. In the event RIVERTREE's audit indicates that a particular taxpayer has no tax Liability to the Client, RIVERTREE shall provide the Client a written report including the name of the taxpayer audited, the types of tax for which the taxpayer was examined and found to have no liability, and the audit period.
- h) Provide full cooperation to the Client in the preparation of any legal documents, attend any judicial, administrative, departmental, appellate or other legal hearings and be available to testify at hearings that may be required to collect any amounts due to the Client from the taxpayer.
- i) Pursuant to the Code of Alabama (1975) §40-2A-1 3(h) RIVERTREE shall notify the taxpayer if any tax overpayments are discovered and the taxpayer is due any refunds from the Client, or if the taxpayer owes any tax to the Client.
- j) Any additional or incidental services which are allowable by law and are reasonably necessary in order to carry out RIVERTREE's obligations under this Agreement.

RIVERTREE shall collect all taxes with checks payable to the CITY OF MADISON.

2. Compensation. It is understood that each RIVERTREE client will only pay a prorated portion of total audit costs when RIVERTREE is conducting examinations for multiple clients at one time. Client agrees to pay RIVERTREE its prorated portion of each audit's total audit costs which shall consist of **seventy-five dollars (\$75.00) per hour**.

RIVERTREE shall be paid monthly based upon hours worked submitted to the Client by the fifteenth (15th) day of the month for the month next proceeding. The parties

acknowledge that the Code of Alabama (1975) §40-2A-6 specifically prohibits the Client from entering into any contract or arrangement with a private examining or contracting firm for the examination of a taxpayer's books on a contingency fee basis and agree that RIVERTREE's compensation under this Agreement is not in any way contingent upon or otherwise related to the amounts discovered during examinations nor contingent upon or related to amounts finally received by the Client.

Billing to Clients

- 1. The client will receive an Invoice Billing along with a check (made to client) for billable worked hours.
- 2. The client will receive a Billing Invoice on Final Assessments once a certified mail receipt is received for the Taxpayer. The audit package will be forwarded to the clients to provide an Administrative Law Judge Hearing, if self-administered, or start Legal Action. Rivertree will assist on all hearing matters.
- 3. Erroneously "Paid Tax" audits, Rivertree Systems will hold the "Notice of Tax Due" for 90-days to allow a refund from the "wrong jurisdiction." Once the 90-days has expired, the Refund Petition, Notice of Tax Due, tax billings, and audit work papers will be forwarded to the client to handle the "underpayment." An invoice will be attached for hours worked.
- 4. On Client Requested Reviews, at a minimum of 4-hours will be invoiced even if "No Findings."

3 Representations and Warranties. RIVERTREE represents and warrants as follows:

- a. RIVERTREE is a corporation valid and existing and in good standing under the laws of the State of Alabama.
- b. As of the effective date of the Agreement, RIVERTREE and any employee, agent, or independent auditor/examiner of RIVERTREE providing services under this Agreement, shall have obtained all licenses and bonds necessary or appropriate to perform RIVERTREE's obligations under this Agreement and all such licenses and bonds shall be current and in good standing, and shall be maintained throughout the term of this Agreement.
- c. RIVERTREE and its employees, agents and independent auditors/examiners agree to comply with all current and future laws, rules and regulations applicable to all services provided by RIVERTREE under this Agreement,

including, but not limited to, the Local Tax Simplification Act of 1998, the Alabama Local Tax Procedures Act of 1998 and the Taxpayers' Bill of Rights are currently in effect and hereafter amended.

- d. RIVERTREE agrees to comply with all laws and regulations relating to the employees of RIVERTREE, including, without limitation, all tax withholding requirements and worker's compensation laws.

4. Change in Law. The parties agree that in the event of any conflict between the requirements of any applicable law and the terms of this Agreement, then the requirements of such applicable law shall control. If any law applicable to the services provided by RIVERTREE under this Agreement shall be amended, or otherwise changed following the effective date of this Agreement, and the Client, in its sole discretion, determines that such amendment, modification or change in the law shall impair or frustrate the Client's purposes for entering into this Agreement, then the Client shall have the option to terminate this Agreement as provided in Paragraph 10 below.

5. Requirements of Examiners. All examiners employed by RIVERTREE shall meet all requirements of the Taxpayers' Bill of Rights and other current or future applicable law. At a minimum, all such examiners shall (i) be certified public accountants or accountants licensed by the State Board of Public Accountants, or (ii) be certified by the Alabama Local Tax Institute of Standards and Training, and (iii) maintain fidelity bonds in accordance with the Code of Alabama (1975) §40-23-30, as currently in effect and hereafter amended, and (iv) maintain a business license as required by Code of Alabama (1975) §40-12-2, as currently in effect and hereafter amended. If any assessment based on an audit by RIVERTREE is invalidated due to lack of proper certification of RIVERTREE's auditors, RIVERTREE must either provide an audit of the assessed taxpayer conducted by a certified auditor or reimburse

Client for all amounts paid to RIVERTREE in connection with the audit. RIVERTREE shall indemnify and hold Client harmless from any loss in revenues arising from or in connection with any invalidated assessment based upon an audit conducted by RIVERTREE if such invalidation is due to lack of proper certification of RIVERTREE 's auditors or due to any other fault of RIVERTREE.

6. **Inspection.** The Client reserves the right at all reasonable times to inspect the documents, information, taxpayer examination system and procedures of RIVERTREE to ensure that RIVERTREE and its employees, agents, and independent auditors/examiners are complying with the terms of this Agreement and all applicable laws. Any such inspection or any lack of inspection by the Client, however, shall not be deemed to waive the requirements of, or excuse the foregoing from complying with, the terms of this Agreement and all applicable laws.

7. **Confidentiality of Tax Information.** RIVERTREE and its employees, agents, and independent auditors/examiners shall not print, publish or divulge the return of any taxpayer or any part of a return or any information or data supplied by the Client or secured in arriving at the amount of the tax value reported and shall act in conformance with all current and future federal, state and local laws and regulations concerning the confidentiality of tax information, including, but not limited to, the Taxpayers' Bill of Rights (collectively, the "Confidentiality Laws"). All principals, officers, employees and independent auditors/examiners of RIVERTREE involved with the services provided by RIVERTREE under this Agreement, prior to undertaking such services, shall execute an agreement in form and context acceptable to the Client binding such principals, officers, employees and independent auditors/examiners to observe the Confidentiality Laws.

8. **Independent Contractor.** The parties agree that RIVERTREE is and shall at all times be considered an independent contractor and neither it nor its employees or its independent auditors/examiners shall be considered employees of the Client or entitled to any rights or benefits accorded to employees of the Client. RIVERTREE and the Client affirm that this Agreement does not create a partnership or joint venture and that no expressed, implied or apparent rights are intended to inure to any third parties under the terms and conditions herein.

9. **Term.** This Agreement shall be effective as of the date set forth in the preamble and will continue for a period of 3 year(s) from the date unless terminated as herein provided. Pursuant of the Code of Alabama (1975-40-2A-12, this Agreement shall not be renewed or extended beyond such one-year term: provided, however, that parties may negotiate a new contract concerning the subject matter of this Agreement to become effective following expiration of this Agreement.

10. **Default.** If RIVERTREE shall fail in any respect to comply with the terms of this Agreement, the Client shall notify RIVERTREE in writing of the matters with regard to which default is asserted, and RIVERTREE shall have thirty (30) days to cure such default. If RIVERTREE fails to either cure such default within said time, then the Client may terminate this Agreement at any time thereafter by giving written notice to RIVERTREE of its election to terminate.

11. **Termination.** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety (90) days prior to the effective date of termination. Notwithstanding the foregoing, this Agreement shall be terminated automatically, without notice, if RIVERTREE, for any reason loses or foregoes its license

required under Code of Alabama (1975) §40-2A-13 or §40-2A-14. RIVERTREE shall provide the Client all documentation, records, reports, and examinations as of the effective date of the termination with a final itemized statement of fees due.

12. Assignment; Subcontracting of Services. Client acknowledges and agrees that RIVERTREE may retain auditors or examiners on an independent contractor basis to provide the services described in this Agreement and Client consents to RIVERTREE's retention of such auditors or examiners provided, however, that any such auditor or examiner must meet all criteria applicable to auditors and examiners under law or under this Agreement and provided further that all terms and conditions of this Agreement, including but not limited to indemnities, applicable to services provided by RIVERTREE shall apply to any work performed by such auditors and examiners. RIVERTREE shall maintain and, upon Client's request, shall provide to Client a list of all auditors and examiners authorized to provide services on behalf of RIVERTREE. Except as provided in this Paragraph 12, RIVERTREE shall not assign any of its rights or obligations under this Agreement or enter into an agreement with any person, entity or subcontractor to perform the obligations of RIVERTREE under this Agreement. Any such assignment or other agreement by RIVERTREE shall be null and void.

13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Madison, Alabama. Either party may terminate the

mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the Circuit Court of Madison County, Alabama and governed by the laws of the State of Alabama between the CITY OF MADISON and RIVERTREE.

IN WITNESS WHEREOF, the undersigned parties, through their duly authorized officers, have executed this Agreement on the year and day first above written.

CITY OF MADISON

By: _____ 07/ /2024
Paul Finley

Title: **Mayor** _____

ATTEST:

Lisa D. Thomas, City Clerk-Treasurer

RIVERTREE SYSTEMS, INC.

James M Thomas

James M. Thomas

PRESIDENT

ENFINGER DEVELOPMENT, LLC

MADISON BRANCH HARDIMAN RD ROUNDABOUT

Friday, July 5, 2024

Draw # 8

Cost of Construction

Cost Code	Description	BUDGET	% COMPLETE	TOTAL REQUESTS	PREVIOUS REQUESTS	CURRENT REQUEST
1.0	ENGINEERING					
1.1	Engineering Fees (As Builts, Control Points, Construction Admin.)	\$19,700.00	100%	\$19,700.00	\$0.00	\$19,700.00
2.0	Environmental Permits					
2.1	Environmental Permits (ADEM) Major Modification to Permit	\$1,150.00	30%	\$350.00	\$350.00	
8.0	Legal and Banking					
8.1	Legal Cost	\$3,000.00	0%	\$0.00	\$0.00	
9.0	SURVEY AND SERVICES					
9.1	Geo-Technical (Testing, Proof Rolls and Engineering Evaluation)	\$24,100.00	51%	\$12,200.00	\$0.00	\$12,200.00
10.0	SITE CONSTRUCTION					
10.1	Site Construction Contract	\$731,889.00	90%	\$658,700.11	\$604,810.36	\$53,889.75
12.0	ELECTRICAL					
12.1	Electrical ATC	\$229,116.49	99%	\$226,116.49	\$226,116.49	
12.2	Electrical Installation	\$105,768.00	90%	\$95,191.20	\$95,191.20	
13.0	WATER					
13.1	Water ATC (No Impact Fees)	\$0.00	0%	\$0.00	\$0.00	
13.2	Water Installation	\$225,382.00	90%	\$202,843.80	\$202,843.80	
15.0	MISCELLANEOUS					
15.1	Construction Contingency (5% of Constr.)	\$53,152.51	100%	\$53,152.51	\$53,152.51	
15.2	Construction Drawing Copies	\$640.00	37%	\$235.44	\$235.44	
	TOTAL	\$1,393,898.00	91%	\$1,268,489.55	\$1,182,699.80	\$85,789.75

ENFINGER DEV, LLC IT'S PRESIDENT:

OLLY ORTON

DATE

7/10/24

DEVELOPMENT MANAGER:

GARY GRAY

DATE

6-25-2024

APPROVED

Michael L. Johnson

By Michael L. Johnson at 7:22 am, Jul 11, 2024

Rev: D7/28/2015 gg

Harbaugh & Sons Construction Co., Inc.
 507 Cleveland Ave
 Huntsville, AL 35801

Madison Branch Roundabout

DRAW #: 8

Draw Cummulative Sheet
 COST CODE 10.1 SITE CONSTRUCTION

DATE: 6/25/2024

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job
7/25/2023	\$731,889.00		\$731,889.00	1	5%	\$38,659.50	\$3,865.95	\$34,793.55	5%	\$3,865.95	\$38,659.50	\$34,793.55	\$693,229.50
8/25/2023	\$731,889.00		\$731,889.00	2	9%	\$62,613.40	\$6,261.34	\$56,352.06	14%	\$10,127.29	\$101,272.90	\$91,145.61	\$630,616.10
9/25/2023	\$731,889.00		\$731,889.00	3	23%	\$165,583.90	\$16,558.39	\$149,025.51	36%	\$26,685.68	\$266,856.80	\$240,171.12	\$465,032.20
10/25/2023	\$731,889.00		\$731,889.00	4	7%	\$53,275.75	\$5,327.58	\$47,948.18	44%	\$32,013.26	\$320,132.55	\$288,119.30	\$411,756.45
11/25/2023	\$731,889.00		\$731,889.00	5	13%	\$93,493.40	\$9,349.34	\$84,144.06	57%	\$41,362.60	\$413,625.95	\$372,263.36	\$318,263.05
12/25/2023	\$731,889.00		\$731,889.00	6	5%	\$37,886.00	\$3,788.60	\$34,097.40	62%	\$45,151.20	\$451,511.95	\$406,360.76	\$280,377.05
4/25/2024	\$731,889.00		\$731,889.00	7	30%	\$220,499.55	\$22,049.96	\$198,449.60	92%	\$67,201.15	\$672,011.50	\$604,810.35	\$59,877.50
6/25/2024	\$731,889.00		\$731,889.00	8	8%	\$59,877.50	\$5,987.75	\$53,889.75	100%	\$73,188.90	\$731,889.00	\$658,700.10	\$ -
						731,889.00	\$73,188.90	\$658,700.10					

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

Joey L. Harbaugh

DATE: 6/25/2024

APPROVED BY: ENFINGER DEVELOPMENT, LLC. PRESIDENT: OLLY ORTON

[Signature]

DATE: 7/10/24

APPROVED BY: DEVELOPMENT MANAGER: GARY GRAY

[Signature]

DATE: 6-25-2024

Harbaugh & Sons Construction Co., Inc.
 507 Cleveland Ave
 Huntsville, AL 35801

Madison Branch Roundabout

DRAW #: 8

Draw Cummulative Sheet
 COST CODE 12.2 ELECTRIC

DATE: 6/25/2024

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job
7/25/2023	\$105,768.00		\$105,768.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00
8/25/2023	\$105,768.00		\$105,768.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$105,768.00
9/25/2023	\$105,768.00		\$105,768.00	3	62%	\$ 65,220.12	\$ 6,522.01	\$ 58,698.11	62%	\$ 6,522.01	\$ 65,220.12	\$ 58,698.11	\$40,547.88
10/25/2023	\$105,768.00		\$105,768.00	4	37%	\$ 38,945.38	\$ 3,894.54	\$ 35,050.84	98%	\$ 10,416.55	\$ 104,165.50	\$ 93,748.95	\$1,602.50
11/25/2023	\$105,768.00		\$105,768.00	5	2%	\$ 1,602.50	\$ 160.25	\$ 1,442.25	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -
12/25/2023	\$105,768.00		\$105,768.00	6		\$ -	\$ -	\$ -	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -
4/25/2024	\$105,768.00		\$105,768.00	7		\$ -	\$ -	\$ -	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -
6/25/2024	\$105,768.00		\$105,768.00	8		\$ -	\$ -	\$ -	100%	\$ 10,576.80	\$ 105,768.00	\$ 95,191.20	\$ -
						\$105,768.00	\$10,576.80	\$ 95,191.20					

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

Joey L. Harbaugh

DATE: 6/25/2024

APPROVED BY: ENFINGER DEVELOPMENT, LLC. PRESIDENT: OLLY ORTON

Olly Orton

DATE: 7/10/24

APPROVED BY: DEVELOPMENT MANAGER: GARY GRAY

Gary Gray

DATE: 6.25.2024

Harbaugh & Sons Construction Co., Inc.
 507 Cleveland Ave
 Huntsville, AL 35801

Madison Branch Roundabout

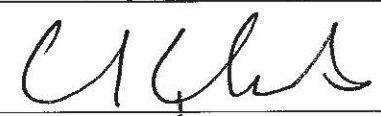
DRAW #: 8

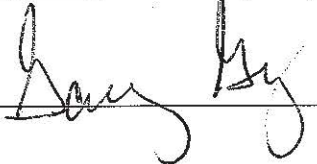
Draw Cummulative Sheet
 COST CODE 13.2 WATER

DATE: 6/25/2024

Date	Contract amount	C.O. # & Amount +/-	Total with Change Order	Draw #	% This Period	Amount this Draw	Less Retainage 10%	\$ Due this REQ	Total % Comp	Total Retainage	Total Draws	Total Requested	Balance of Job
7/25/2023	\$225,382.00		\$225,382.00	1		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00
8/25/2023	\$225,382.00		\$225,382.00	2		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$225,382.00
9/25/2023	\$225,382.00		\$225,382.00	3	8.34%	\$ 18,790.00	\$ 1,879.00	\$ 16,911.00	8.34%	\$ 1,879.00	\$ 18,790.00	\$ 16,911.00	\$206,592.00
10/25/2023	\$225,382.00		\$225,382.00	4	58.37%	\$ 131,564.00	\$13,156.40	\$ 118,407.60	66.71%	\$ 15,035.40	\$ 150,354.00	\$ 135,318.60	\$75,028.00
11/25/2023	\$225,382.00		\$225,382.00	5		\$ -	\$ -	\$ -	66.71%	\$ 15,035.40	\$ 150,354.00	\$ 135,318.60	\$75,028.00
12/25/2023	\$225,382.00		\$225,382.00	6	0.80%	\$ 1,800.00	\$ 180.00	\$ 1,620.00	67.51%	\$ 15,215.40	\$ 152,154.00	\$ 136,938.60	\$73,228.00
4/25/2024	\$225,382.00		\$225,382.00	7	32.49%	\$ 73,228.00	\$ 7,322.80	\$ 65,905.20	100.00%	\$ 22,538.20	\$ 225,382.00	\$ 202,843.80	\$ -
6/25/2024	\$225,382.00		\$225,382.00	8		\$ -	\$ -	\$ -	100.00%	\$ 22,538.20	\$ 225,382.00	\$ 202,843.80	\$ -
						\$ 225,382.00	\$22,538.20	\$ 202,843.80					

SUBMITTED BY: HARBAUGH & SONS /CONSTRUCTION CO., INC. JOEY HARBAUGH Joey L. Harbaugh DATE: 6/25/2024

APPROVED BY: ENFINGER DEVELOPMENT, LLC. PRESIDENT: OLLY ORTON  DATE: 7/10/24

APPROVED BY: DEVELOPMENT MANAGER: GARY GRAY  DATE: 6-25-2024

Madison Branch Roundabout

6/25/2024 Draw # 8

HARBAUGH

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

Table with columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Includes items like Silt Fence TYPE A, Hay Bales - Check Dams, Culvert Sedimentation Logs, Rip-Rap, Sod - Disturbed Areas, Construction Entrance & Maintenance (ROAD UP-KEEP).

Summary table for SOD CONTROL with columns: DRAW #, % PREVIOUS, PREVIOUS DRAW AMOUNT, % THIS PERIOD, AMOUNT THIS DRAW, TOTAL % COMPLETE, TOTAL AMOUNT DRAWS. Subtotal: 52%, \$27,270.00.

Table for LANDSCAPE: Sod - In Center Roundabout Island. Subtotal: 0%, \$2,520.00.

Summary table for LANDSCAPE. Subtotal: 0%, \$2,520.00.

Table for DEMOLITION: Sign Removal, RCP Removal, Asphalt Removal, Fence Removal, Fire Hydrant Relocation, Utility Pole Relocation, Telephone Pedestal Relocation, Traffic Control, Misc. Demolition. Subtotal: \$50,045.00.

Summary table for DEMOLITION. Subtotal: 100%, \$50,045.00.

Table for GRADING: Clearing and Grubbing, Mobilization, Layout and Staking, Strip Topsoil, STRUCTURAL CUT to be filled, NON-STRUCTURAL CUT to be filled, STRUCTURAL Borrow Needed, NON-STRUCTURAL Borrow Needed, Backfill Curb & Gutter, Fine Grade Roads. Subtotal: \$68,259.50.

Summary table for GRADING. Subtotal: 100%, \$68,259.50.

Table for TREES: Curb and Gutter, Sidewalks, Handicap Ramps, Base (Shoulder), Base (Shoulder), Base (Shoulder), Binder, Wearing Layer, Concrete (Traffic Splitters, Islands, & Driveway Extension), Roadway Striping, Street Signage. Subtotal: \$439,648.00.

Summary table for TREES. Subtotal: 93%, \$407,548.00.

Table for FORM SYSTEM: RCP (In Road), RCP (In Road), RCP (Out of Road), JCT BOX, Standard SINGLE-WING INLET, Throat Inlet, S-P Headwall. Subtotal: \$118,789.00.

Summary table for FORM SYSTEM. Subtotal: 100%, \$118,789.00.

Table for WATER SYSTEM: 12" CL 350 DUCTILE IRON PIPE MAIN, GATE VALVES, Connect to Existing Main, 12" X 6" FIRE HYDRANT ASSEMBLY, Storm Pipe CROSSINGS, 24" Steel Casing, 12x24" Rubber end seals, Install 12" Field Lock Gaskets, 12"x24" Stainless Steel Spacers, 3" Casing, Fill 12" of Main with Grout, Ductile Iron Fittings, Relocate Water Service, INJECTION TAP / SAMPLE TAP, EXTRA LONG SERVICE, MARKERS, TESTING, CLOMINATION, Water ATC. Subtotal: \$225,382.00.

Summary table for WATER SYSTEM. Subtotal: 100%, \$225,382.00.

Table for ELECTRIC: 4" PVC, Galvanized Long Sweep 90's, 6" PVC, Galvanized Long Sweep 90's, S-3 Cabinets, 2" PVC, 12" x 12" Street Light Boxes. Subtotal: \$105,768.00.

Summary table for ELECTRIC. Subtotal: 100%, \$105,768.00.

GRAND TOTAL: \$1,063,039.00

94% \$1,003,161.50 6% \$ 59,877.50 100% \$1,063,039.00

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

Total Earned this month \$ 59,877.50
Less 10% Retainage \$ 5,987.75
Total Draw \$ 53,889.75

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

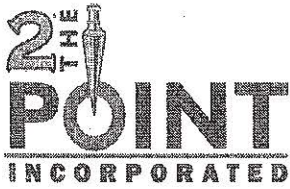
Joey L. Harbaugh DATE: 6/25/2024

APPROVED BY ENFINGER DEVELOPMENT LLC PRESIDENT: OLLY ORTON

[Signature] DATE: 7/10/24

APPROVED BY DEVELOPMENT MANAGER: GARY GRAY

[Signature] DATE: 6-25-2024



2 The Point Incorporated
8624 Memorial Parkway SW
Huntsville, AL 35802
256.539.9426

Enfinger Development, LLC
8624 Memorial Parkway SW
Huntsville, AL 35802

Invoice number 2024-008
Date 01/03/2024

Project 21-280 Madison Branch

Description	Contract Amount	Prior Billed	Total Billed	Remaining	Current Billed
Topographic Survey - Roundabout	6,500.00	0.00	6,500.00	0.00	6,500.00
Engineering Services - Roundabout	37,000.00	0.00	37,000.00	0.00	37,000.00
Total	43,500.00	0.00	43,500.00	0.00	43,500.00

Invoice total 43,500.00

OK

APPROVED FOR PAYMENT
Job No. 23-003-10
Cost Code: 001100
Date: _____
By: _____
Desc: _____

Invoice



Date	Invoice #
10/27/2022	39584

P.O. Box 11488
Huntsville, AL 35814
(256) 837-6708

Bill To
Enfinger Development, Inc. c/o Gary Gray 8624 South Memorial Pkwy Huntsville, Alabama 35802
Description
Lump Sum
Invoice for Madison Branch, Hardiman Road Round-about

Terms	Due Date	Project
Net 15	11/11/2022	221042
Qty	Rate	Amount
	12,200.00	12,200.00

OK [Signature]

APPROVED FOR PAYMENT
 Job No. 22-003-10
 Cost Code: 009.100
 Date: _____
 By: _____
 Desc: _____

Invoice represents services performed during the month of September. We appreciate your business.

Total	\$12,200.00
Payments/Credits	\$0.00
Balance Due	\$12,200.00

Core drilling in Hardiman
Traffic Control + Eq.

RESOLUTION NO. 2024-218-R

**AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE JULY
17, 2024, CITY COUNCIL WORK SESSION**

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the July 17, 2024, City Council Work Session shall be archived and made available for subsequent viewing.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 22nd day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-216-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH GTEC, LLC FOR TESTING ON MILL ROAD DITCH
PROJECT**

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 GTEC, LLC, for geotechnical engineering services to include construction compaction and material testing for the placement of a retaining wall on the Mill Road Ditch Project, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Proposal for Quality Assurance Services" and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to GTEC, LLC, 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 22nd day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama



July 8, 2024

City of Madison
100 Hughes Road
Madison, Alabama 35758

ATTN: Ms. Michelle Dunson

SUBJECT: Proposal for Quality Assurance Services
Mill Road Drainage Ditch Improvement
Madison, Alabama
GTEC Proposal No. P-00350

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for Engineering Services for the above-referenced project in Madison, Alabama. Project information was provided by Ms. Michelle Dunson via email on June 20, 2024. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

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

PROJECT INFORMATION

GTEC understands the City of Madison is planning to construct precast concrete modular block gravity walls along the south side of Mill Road in Madison, Alabama in order to stabilize the north creek bank of Mill Creek. The project consists of 1,230 total linear feet divided into three segments with an 11-foot average exposed wall face and will bear on concrete foundations. The project limits span from the first residential drive over Mill Creek east of Balch Road to the bridge on Mill Road over Mill Creek east of Mill Park Lane. The City of Madison has requested GTEC submit a proposal to provide retaining wall inspections over the course of construction. Based on our correspondence with the contractor, we understand the retaining wall installation portion of the project has an expected duration of 8 weeks and is expected to begin September 1st, 2024.

SCOPE OF SERVICES

GTEC has been requested to provide retaining wall inspections throughout construction. We anticipate one site visit per day within the 8-week construction period.



From our correspondence with you, GTEC proposes to offer the following services as part of this proposal:

- **Shallow Foundation Excavation Evaluations:** After excavation of the foundation areas to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil area. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soil at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the design bearing pressure. Once reviewed by a GTEC project manager, recommendations will be provided for any foundation subgrade repair, if needed.
- **Undercut Observations and Documentation:** Our personnel can observe within the building pad and document measurements and locations that are removed.
- **Observation and Documentation of Steel Reinforcing (Rebar):** Our personnel can observe steel reinforcing placed in shallow foundations prior to concrete placement. Size, spacing, and clearance of the steel reinforcing can be observed at the requested locations and documented whether or not it corresponds with our understanding of the project plans.
- **Observation and Documentation of Drainage Components:** Our personnel can observe gravel and piping placement during the retaining wall installation. Size, spacing, and clearance of the piping can be observed at the requested locations and documented whether or not it corresponds with our understanding of the project plans.
- **Concrete Sampling and Compressive Strength Testing:** During placement of fresh concrete, our personnel can perform air and concrete temperature, slump, and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing. The data will then be reviewed by a GTEC project manager and then forwarded to you.

The client and contractor should understand GTEC does not have the authority to accept or reject concrete or recommend additions of water or admixtures at the site. Decisions for acceptance, rejection, or mix modification must be made by the client, contractor, or their representative.

- **Laboratory Testing in Support of Field Density Testing:** After obtaining representative soil and/or aggregate samples from the site, our laboratory personnel can perform standard Proctor testing to obtain the material's optimum moisture content and maximum dry density.

Laboratory Proctor can typically be completed in approximately 3 to 4 working days. While the field density testing discussed below will provide in-place density and moisture content, the laboratory Proctor must be completed to determine a "percent compaction." A site visit should be scheduled at least 3 days prior to any planned field



density testing so our representatives can obtain representative samples for the laboratory testing. Our personnel can obtain the laboratory sample at the same time as the in-place density and moisture testing; however, it will take 3 to 4 days to complete the laboratory testing and determine and report the "percent compaction".

- **Density Testing:** Our personnel can perform density testing in the fill areas during structural fill placement operations. This testing will be performed using the Nuclear Density Method
- **Precast Concrete Gravity Wall Construction Observations:** Our personnel can observe the installation of the retaining wall during construction. Our services will include observing and documenting the various retaining wall components (i.e., precast modular blocks (PMB), backfill placement) and documenting whether they are installed in general accordance with the retaining wall design plans. These observations will be performed daily by one of our staff professionals over the expected construction period of 8 weeks.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services.

- Aerial Photography
- Erosion control inspections.
- Proofrolling observations.
- Certification of density testing results for periodic testing and observations. Please be aware that density testing performed on a "part-time" or periodic basis will represent the compaction and moisture at the tested depths and locations only at the time our testing is performed.
- We assume the contractor (or appropriate subcontractor) will provide their own competent person for OSHA related excavation evaluations.
- Asphalt testing.
- Surveying. Any locations and/or elevations reported by our personnel will be estimated by their relation to surrounding features at the site and should be considered approximate.
- Civil/Architectural design services.

CLIENT RESPONSIBILITIES

- **Plans and Specifications:** Please forward a complete set of the project plans and specifications (including any updates during construction) to our proposed Project Manager, Cesar Castillo, at ccastillo@gteccorp.com.



Note: If project plans and specifications are not available at the time grading begins, we will assume compaction requirements will be 98 percent of the standard Proctor, maximum lift thicknesses will be 8 inches, and the fill will have a minimum unit weight of 90 pounds per cubic foot (pcf) and a maximum plasticity index of 35.

Scheduling: Please provide us with the name of the individual who will be responsible for scheduling and directing our testing services. Provide, or instruct your appointed representative to provide, a minimum of 24-hour notice for our services. When performing these services on an on-call basis, GTEC will perform only those services specifically requested by your on-site personnel, as outlined in this proposal, and will not be responsible for services performed without our presence. Further, GTEC is not responsible for the supervision or direction of the work of the Contractor(s), its employees, or agents. The presence of GTEC's field personnel for observations and testing shall not relieve the Contractor(s) of his or her responsibility for performing work in accordance with the project plans and specifications.

- Concrete Curing Box: Please instruct the appropriate subcontractor to provide a curing environment for the initial 24 to 48 hours for the concrete cylinders in accordance with ASTM C31.
- Concrete Coarse Aggregate Size Verification: Per ASTM C31-08, 6 by 12 inch and 4 by 8-inch cylinders are allowed for use when performing acceptance testing for compressive strength. In order to use 4 by 8-inch molds, the cylinder diameter must be at least 3 times the nominal maximum aggregate size of the coarse aggregate used in the concrete mix. Commercially available concrete in this region typically utilizes #57 stone for coarse aggregate, which would allow use of 4 by 8-inch cylinders. Should the mix design(s) for this project preclude the use of 4 by 8-inch cylinders, please notify us.
- Access to Elevated Work: We request that you provide ladders, lifts and/or scaffolding to safely reach the areas to be evaluated.
- Report Distribution: Provide us with all applicable names and addresses for report distribution.
- Orientation or Passes: Please inform us of any project related passes or safety orientation training our personnel would be required to attend. Time and expenses for these items will be billed at the unit rates shown on the attached Fee Schedule.
- Verification of Proposed GTEC Testing Methods: Confirm that the proposed testing methods meet the test method requirements of the project specifications, regulation, and any other requirements (State, County, City, etc.) associated with this project.

FEE AND SCHEDULE

As requested, we have prepared and attached the Fee Estimate for our services. Based on the scope of work requested, and the quantities and rates shown on the attached Fee Estimate, we estimate our fees will be on the order of \$26,490.00. Since our services are dependent on the contractor's schedule and the number of trips requested, please verify that our assumptions



and/or quantities are consistent with the project schedule. 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. 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:

Printed Name/Title

Company Name

Signature and Date

Billing Address

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 E. McCafferty, E.I.
Staff Engineer

John W. Corbell, P.E.
Principal Engineer

Attachments: GTEC Fee Schedule
Fee Estimate
General Terms and Conditions



UNIT RATE SHEET 2024

Personnel Rates		Rate
T1	Field Technician	\$60 hourly
T2	Senior Field Technician	\$70 hourly
A1	Administrative Personnel	\$65 hourly
SI1	Special Inspector	\$80 hourly
S1	Steel Inspector	\$95 hourly
S2	Senior Steel Inspector	\$110 hourly
P1	Staff Professional/Associate Project Manger	\$110 hourly
P2	Project Professional	\$125 hourly
P3	Project Manager/Engineer	\$130 hourly
P4	Senior Engineer, Registered / Senior Project Manager	\$175 hourly
P5	Principal Engineer	\$200 hourly
Additional Services/Equipment Charges		Rate
N1	Nuclear Gauge, Concrete, Foundation Equipment Rental	\$50 day
FF1	Floor Flatness and Levelness Device	\$375 day
C1	Coring Equipment (Core Machine, Generator, and Patch)	\$250 day
M2	Daily Vehicle Charge	\$50 day
M3	Trip Charge in Lieu of Mileage (inside Madison County)	\$40 Trip
M1	Mileage (Portal to Portal)	\$0.79 mile
Lab Tests		Rate
L1	Moisture Content	\$20 each
L2	Atterberg Limits, ASTM D423 and D424 (dry prep)	\$100 each
L3	Standard Proctor compaction test, ASTM D698	\$150 each
L4	Modified Proctor compaction test, ASTM D1557	\$165 each
L5	Proctor Correction for oversize particles	\$100 each
L11	Concrete cylinders, lab cure, compressive test & report	\$25 each
L12	Compressive strength of mortar or grout prism	\$40 each
L13	Flexural strength of concrete beam	\$75 each
L14	Compressive strength of core samples	\$75 each
Photography & Technology Services		Rate
PT1	Construction Progress Aerial Photography by Plane, Monthly (1st or 15th of the month)	\$400 Flight
PT2	One-time Aerial Photography by Plane, per site (1st or 15th of the month)	\$600 Flight
PT3	Drone Photography, per site	\$400 Visit
Construction Stormwater Permitting/Inspecting		Rate
E1	CBMPP & NOI Submittal	\$2,150 each
E3	NPDES Monthly Service, per inspection (typical site within 30 miles of GTEC office)	\$385 insp
E6	NPDES Notice of Termination	\$485 each
Note:		
* Time over 8 hours per day, 40 hours per week, Saturdays, Sundays, and Holidays will be billed at 1.5 times the regular rate.		
* Additional project specific tests can be priced upon request.		
* A minimum of 4 hours will be charged per trip for any work performed.		
4890 University Square, NW Suite 2 Huntsville, AL 35816 info@gteccorp.com www.gteccorp.com o: 256.541.0165		



BASE FEE ESTIMATE				
Job Name:	Mill Road Drainage Ditch Improvements	Estimate by: JCJ		
Location:	Madison, Alabama	Date: 7/5/2024		
Proposal No.:	P-00350			
General Information and Assumptions				
This fee estimate is based on general review of the provided project information. Additionally, work is expected on a standard work schedule of 5 days per week, 8 hours per day. This estimate is based on quantities and durations received from Ms. Michelle Dunsen with The City of Madison on June 20, 2024 and from correspondence with Miller & Miller.				
Wall Inspections	Qty.	Cost	Unit	Subtotal
(Estimated 40 inspections)				
Staff Professional/Associate Project Manager	110	\$ 110.00	hr	\$ 12,100.00
Daily Vehicle Charge	40	\$ 50.00	day	\$ 2,000.00
				SUBTOTAL: \$ 14,100.00
Earthwork	Qty.	Cost	Unit	Subtotal
(Estimated 10 trips for soil/CAB testing)				
Field Technician	60	\$ 60.00	hr.	\$ 3,600.00
Atterberg Limits, ASTM D4318	2	\$ 100.00	ea.	\$ 200.00
Standard Proctor compaction test, ASTM D698	2	\$ 150.00	ea.	\$ 300.00
Nuclear Gauge, Concrete, Foundation Equipment Rental	9	\$ 50.00	ea.	\$ 450.00
Daily Vehicle Charge	10	\$ 50.00	day	\$ 500.00
				SUBTOTAL: \$ 5,050.00
Cast-in-Place Concrete Testing	Qty.	Cost	Unit	Subtotal
(Estimated 3 pours and 6 trips for field testing and sample pickup; 3 sets of six cylinders, 4" x 8" sized)				
Field Technician	30	\$ 60.00	hr.	\$ 1,800.00
Concrete cylinders, lab cure, compressive test & report	18	\$ 25.00	ea.	\$ 450.00
Nuclear Gauge, Concrete, Foundation Equipment Rental	3	\$ 50.00	ea.	\$ 150.00
Daily Vehicle Charge	6	\$ 50.00	day	\$ 300.00
				SUBTOTAL: \$ 2,700.00
Project Management	Qty.	Cost	Unit	Subtotal
(Report review and preparation, field support, scheduling, etc.)				
Administrative Personnel	8	\$ 65.00	hr.	\$ 520.00
Staff Professional/Associate Project Manager	20	\$ 110.00	hr.	\$ 2,200.00
Project Manager/Engineer	4	\$ 130.00	hr.	\$ 520.00
Senior Engineer	8	\$ 175.00	hr.	\$ 1,400.00
				SUBTOTAL: \$ 4,640.00
				TOTAL: \$ 26,490.00



General Terms and Conditions

The standard of care for all professional, geotechnical, and related services performed or furnished by GTEC, LLC (GTEC) under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GTEC makes no warranties, express or implied, under this Agreement or otherwise, in connection with GTEC's services. Interpretations and recommendations by GTEC will be based on information available to or developed by GTEC. Owner recognizes that subsurface conditions may vary from those observed at specific locations where borings, surveys, sampling, testing, or other Site explorations are made, and that Site conditions may change with time.

Neither Owner nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of GTEC's services. GTEC shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

GTEC may retain such Consultants as GTEC deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

GTEC shall be fully responsible to Owner for all acts and omissions of Consultants and other entities or individuals performing or furnishing any of the Geotechnical Services, just as GTEC is responsible for its own acts and omissions.

Subject to the standard of care set forth above, GTEC and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Compliance with Laws and Regulations, and Policies and Procedures:

1. GTEC and Owner shall comply with applicable Laws and Regulations.
2. GTEC shall comply with any and all policies, procedures, instructions, and Site access and restoration requirements that are applicable to Geotechnical Services and that Owner provides to GTEC in writing, subject to the standard of care set forth in these agreement, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to GTEC's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by GTEC after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

GTEC shall not be required to sign any document, no matter by whom requested, that would result in GTEC having to certify, guarantee, or warrant the existence of conditions whose existence GTEC cannot ascertain. Owner agrees not to make resolution of any dispute with GTEC or payment of any amount due to GTEC in any way contingent upon GTEC signing any such document.

GTEC shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall GTEC have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site (except with respect to GTEC's own services and those of its Consultants), nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

GTEC neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract.

GTEC shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by GTEC or its Consultants.

GTEC is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

GTEC's services do not include providing legal advice or representation.

GTEC's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

While at the Site, GTEC, its Consultants, and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's, and other safety programs of which GTEC has been informed.

Geotechnical Consultation during Construction Phase Services

1. GTEC shall be responsible only for those Geotechnical Consultation during Construction Phase services expressly required of GTEC in our signed agreement. With the exception of such expressly required services, GTEC shall have no design, submittal review, or other obligations during construction with respect to the Project's geotechnical aspects or otherwise, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other Construction Phase administrative, engineering, and professional services.



2. Notwithstanding the above, GTEC shall be responsible for any professional opinions and interpretations provided by GTEC to Owner, Engineer, or others during construction, including interpretations or clarifications of the Construction Contract Documents, and shall remain responsible for all other services performed or furnished under this Agreement.

Use of Documents

1. All Documents are instruments of service in respect to this Project, and GTEC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the GTEC) whether or not the Project is completed.
2. GTEC grants Owner and Engineer a license to use the Geotechnical Report and other Documents for any reasonable purpose, to include the Geotechnical Report and other Documents in Bidding Documents and Construction Contract Documents issued by Owner, and to furnish copies of the Geotechnical Report and other Documents to any third party at any time, without notice to or permission from GTEC, provided that Owner is in full compliance with the provisions of this Agreement governing payment for services rendered in preparing the Geotechnical Report and other Documents. GTEC waives any claim against Owner or Engineer with respect to any such use or furnishing of the Geotechnical Report and other Documents.
3. Owner may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. GTEC grants Owner, Engineer, and any design professionals retained by Owner or Engineer, a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by GTEC of full payment due and owing for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by GTEC, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by GTEC; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by GTEC, as appropriate for the specific purpose intended, will be at the user's sole risk and without liability or legal exposure to GTEC or its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents by Owner without written verification, completion, or adaptation by GTEC; and (4) such limited license shall not create any rights in other third parties.
4. If, in addition to performing the GTEC's services under this Agreement, GTEC at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate GTEC at rates or in an amount to be agreed upon by Owner and GTEC.

Electronic Transmittals

1. The Owner and GTEC may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
2. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and GTEC shall jointly develop such protocols.
3. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Limitation of Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GTEC and its officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, GTEC's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of GTEC or its officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000 or the total compensation received by GTEC under this Agreement, whichever is greater. Higher limits are available for an additional fee.

Insurance

1. GTEC shall procure and maintain insurance as set forth in Insurance. GTEC shall cause Owner and Engineer (if any) to be listed as additional insureds on any applicable general liability insurance policy carried by GTEC.
2. Owner shall procure and maintain insurance as set forth in Insurance. Owner shall cause GTEC and its Consultants to be listed as additional insureds on any general liability policies carried by Owner that are applicable to the Project.
3. If GTEC's services under this Agreement include Construction Phase services, and Owner requires Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, or other insurance deemed necessary to protect Owner's interests in the Project, then Owner shall further require Contractor to cause GTEC and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
4. Owner and GTEC shall each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates shall be furnished prior to commencement of GTEC's services and at renewals thereafter during the life of the Agreement.
5. All policies of property insurance relating to the Project, including any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against GTEC or its Consultants. Owner and GTEC waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and GTEC shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
6. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits, or obtain replacement coverage meeting the requirements of this Agreement.



7. At any time, Owner may request that GTEC or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by Owner, and if commercially available, GTEC shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

Suspension and Termination

1. Suspension:
 - a. By Owner: Owner may suspend GTEC's services under this Agreement for up to 90 days upon seven days written notice to GTEC.
 - b. By GTEC: GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay GTEC for invoiced services and expenses or in response to the presence of Constituents of Concern at the Site.
2. Termination: The obligation to provide further services under this Agreement may be terminated:
 - a. For cause,
 - i. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - ii. By GTEC:
 1. upon seven days written notice if Owner demands that GTEC furnish or perform services contrary to GTEC's responsibilities as a licensed professional; or
 2. upon seven days written notice if GTEC's services for the Project are delayed or suspended for more than 90 days for reasons beyond GTEC's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 3. GTEC shall have no liability to Owner on account of such termination.
 - iii. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but not exceed, 60 days after the date of receipt of the notice.
 - b. For convenience, by Owner effective upon GTEC's receipt of notice from Owner.
3. Effective Date of Termination: The terminating party under may set the effective date of termination at a time up to 30 days later than otherwise provided to allow GTEC to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
4. Payments Upon Termination
 - a. In the event of any termination, GTEC will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon receiving such payment, GTEC shall provide all Documents to Owner, which shall have the limited right to the use of all Documents, at Owner's sole risk.
 - b. In addition to invoicing for those items identified, in the event of termination by Owner for convenience or by GTEC for cause the GTEC shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in the agreement.

Controlling Law: This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

1. Owner and GTEC are hereby bound and the successors, executors, administrators, and legal representatives of Owner and GTEC (and to the extent permitted the assigns of Owner and GTEC) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor GTEC may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Unless expressly provided otherwise in this Agreement:
 - a. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or GTEC to: (a) any Constructor; (c) any other third-party individual or entity; or (d) to any surety for or employee of any of them.
 - b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and GTEC and not for the benefit of any other party. GTEC shall not be responsible for unreasonable interpretations or misuse of the Geotechnical Report or other Documents by third parties.
 - c. Owner agrees that the substance of the provisions shall appear in each Construction Contract between Owner and any Contractor.

Dispute Resolution

1. Owner and GTEC agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights under law.
2. If the parties fail to resolve a dispute through negotiation, then either or both may exercise their rights under law.

Environmental Condition of Site

1. Owner represents to GTEC that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to GTEC, exist at or adjacent to the Site.



2. If GTEC encounters or learns of an undisclosed Constituent of Concern at the Site, then GTEC shall promptly notify (1) Owner and (2) appropriate governmental officials if GTEC reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that GTEC's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If GTEC or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then GTEC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of GTEC's services under this Agreement, then the GTEC shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
6. Owner acknowledges that GTEC is performing professional services for Owner and that GTEC is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any activities or services under this Agreement.

Indemnification and Mutual Waiver

1. Indemnification by GTEC: To the fullest extent permitted by Laws and Regulations, GTEC shall indemnify and hold harmless Owner, Engineer, and their officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of GTEC or GTEC's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and GTEC in Limitations of Liability.
2. Indemnification by Owner: Owner shall indemnify and hold harmless GTEC, and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations, and to the extent (if any) required in Limitations of Liability.
3. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated, or required by the Prime Agreement.
4. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, GTEC, and all other negligent entities and individuals.
6. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and GTEC waive against each other, and the other's employees, officers, directors, members, partners, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

Records Retention

1. GTEC shall retain on file in legible form all boring logs, field data, laboratory test data, calculations, notes, and other records (including cost records) related to the Project for a period of five years following the completion or termination of services under this Agreement. Upon Owner's request, GTEC shall provide a copy of any such item to Owner at cost.
[Note to User: In some jurisdictions certain geotechnical data, such as well logs, may be subject to specific retention or filing requirements. Revise the requirement above if necessary to address local or state rules.]
2. Provisions regarding retention and disposition of rock and material samples (if any) are set forth in the agreement.

Invoices and Payments

GTEC shall prepare invoices in accordance with its standard invoicing practices. GTEC shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. Payment will be credited first to any interest owed to GTEC and then to principal. If Owner fails to make any payment due GTEC for services and expenses within 30 days after receipt of GTEC's invoice, then:

1. amounts due GTEC will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against GTEC for any such suspension.
3. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise GTEC in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to these terms.

Miscellaneous Provisions

1. Notices: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability: Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and GTEC, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of the Project.

RESOLUTION NO. 2024-219-R

**A RESOLUTION ACCEPTING RIGHT OF WAY AT THE INTERSECTION
OF KYSER BOULEVARD AND WESTCHESTER DRIVE INTO PUBLIC USE AND
MAINTENANCE**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective July 22, 2024, the City of Madison accepts for public use and maintenance of the water and sanitary sewer system located in the right-of-way adjacent to Kyser Boulevard and Westchester as so recorded in Document Number 2021-00035630 in the Madison County Probate Office.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Kyser Blvd/Westchester Drive R.O.W. Extension

Principal: Lennar Homes of Alabama, LLC

Bond No: _____ Amount: \$84,432.43 LOC _____ Cash X

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

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

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


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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 25 day of June, 2024.



WITNESS

PRINCIPAL
By: 

Its: Vice President of Operations

APPROVED:


City Engineer

7/9/2024

Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Kyser Blvd/Westchester Drive R.O.W. Extension

Plat Book _____ Page _____ or Document # 2021-00035630

Probate Records of Madison _____ County, Alabama

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

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

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

Date: 6/13/2024

Developer: Lennar Homes of Alabama, LLC

Address: 2101 W. Clinton Avenue, Suite 202

Huntsville, Alabama 35805

By: 

Its: Vice President of Operations

ENGINEERING CERTIFICATION

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

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

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

Date: 6/13/2024

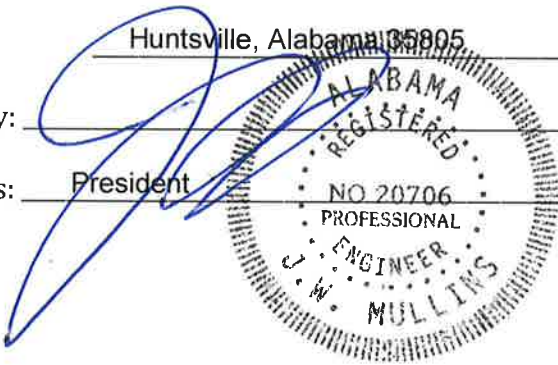
Consulting Engineer: Mullins, LLC

Address: 2101 W. Clinton Avenue, Suite 503

Huntsville, Alabama 35895

By: _____

Its: President



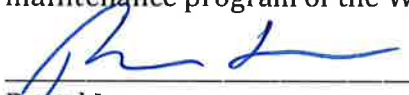
CITY OF MADISON & MADISON WATER AND WASTEWATER BOARD
SUBDIVISION ACCEPTANCE FORM

Subdivision: Kyser Blvd/Westchester Drive R.O.W. Extension

Plat Book _____ Page(s) _____ or Document # 2021-00035630

Probate Records of Madison County, Alabama.

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



Board Inspector

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



General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 1st day of July, 2024, dedicated water and sanitary sewer systems in the above-referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.



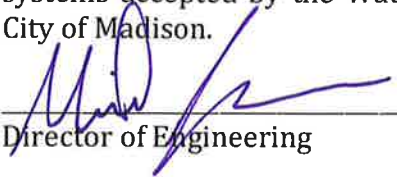
Board Chairman

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



City Inspector

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



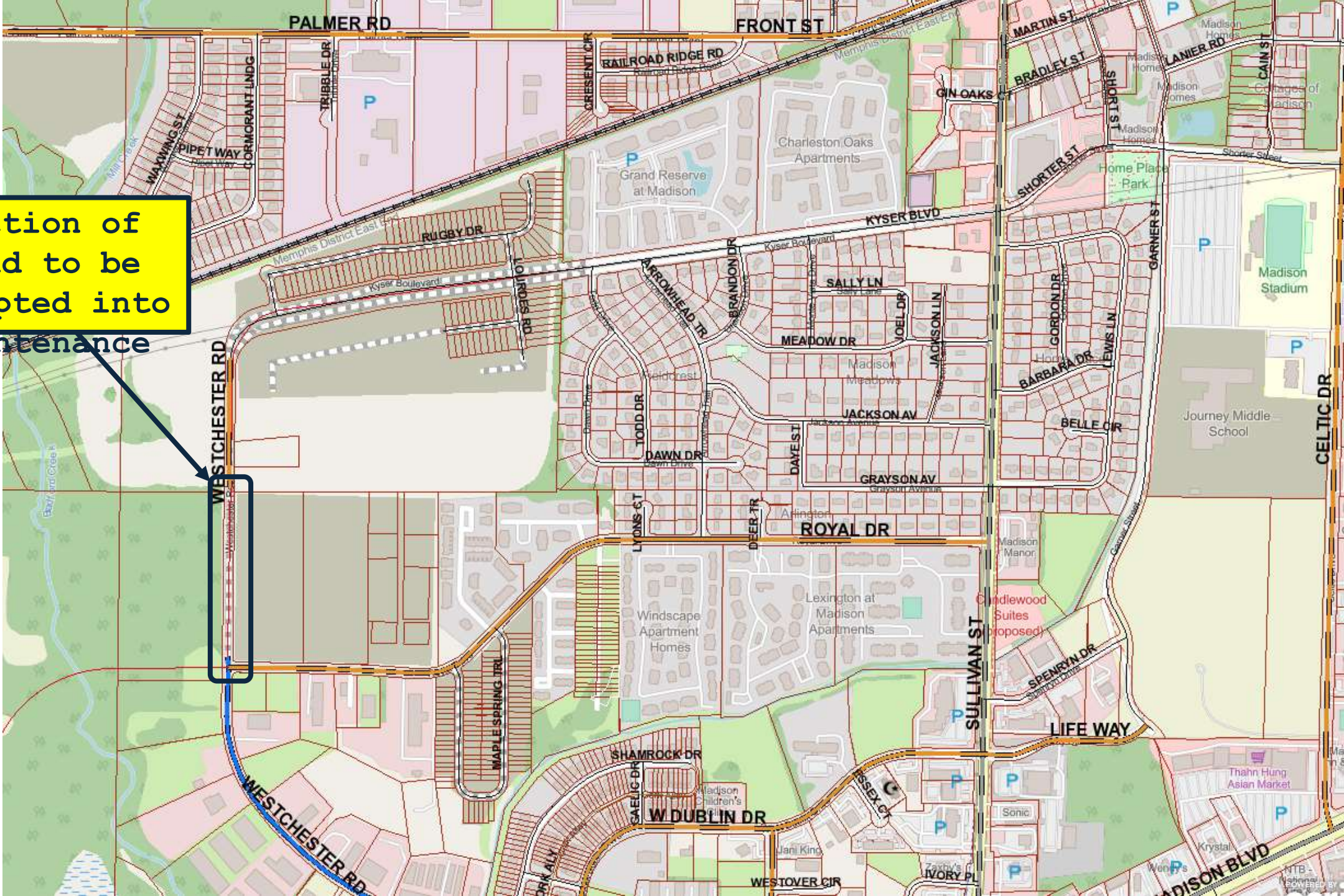
Director of Engineering

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

Council President

Mayor

Section of Road to be Accepted into Maintenance



RESOLUTION NO. 2024-228-R**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3
TO AGREEMENT WITH AECOM TECHNICAL SERVICES INC.**

WHEREAS the City Council authorized an agreement with AECOM Technical Services, Inc. (herein "AECOM") on April 25, 2022, by Resolution 2022-128-R, for the design and management of a competitive bid for the I-565 Exchange Phase II Project (herein "the Project"); and

WHEREAS, on December 12, 2022, the City Council approved Resolution No. 2022-330-R approving Change Order No. 1 for AECOM's expanded responsibilities as manager of the Project in the amount of two million, four hundred forty thousand, four hundred sixty-eight dollars (\$2,440,468); and

WHEREAS, on July 10, 2023, the City Council approved Resolution No. 2023-227-R approving Change Order No. 2 for AECOM's increased mobilization costs for the Project in the amount of two hundred fifty-nine thousand seven hundred fifty-one dollars and eighty cents (\$259,751.80). and

WHEREAS, AECOM has submitted Change Order No. 3 to the City for the addition of breakaway pole bases for the Project in the amount of fifty-nine thousand four hundred forty dollars and ninety-two cents (\$59,440.92).

NOW BE IT HERBY RESOLVED by the City Council of the City of Madison, Alabama, that the City Council finds that the justifications set forth establish that proposed Change Order No. 3 is appropriate; 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 to execute any and all documentation necessary to enforce and comply with the terms of Change Order No. 3; and

BE IT FURTHER RESOLVED that the original contract between the City and Contractor is hereby amended to authorize the work described in the proposed Change Order No. 3, and that all other actions taken prior to the date of this resolution are ratified, and the provisions of the original contract remain unchanged.

READ, PASSED, AND ADOPTED this 22nd day of July 2024.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

CONTRACT CHANGE ORDER	Date	6/13/2024
	Project No.	2022-009-ITB
	Project Name:	City of Madison Interchange
	Change Order No	3

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of changes - quantities, units, unit prices, change in completion schedule, etc.	Decrease in Contract Price	Increase in Contract Price
1	2	3	4
1	Roadway Lighting Modifications		\$59,440.92

Change in Contract price due to this Change Order:		
3	Total Decrease	\$0.00
4	Total Increase	\$59,440.92
5	Difference between Columns (3) and (4)	\$59,440.92
6	Net increase in contract price	\$59,440.92

Original Contract Price =	\$36,780,000.00
Change order #1	\$260,000.00
Change order #2	\$259,751.80

The sum of \$59,440.92 is hereby(added to) the total contract price, and the adjusted contract price to date thereby is **\$37,359,192.72.**

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by <u>John E. Laddell</u>	6/14/24
AECOM Technical Services, Inc.	Date
Accepted by _____	_____
Contractor:	Date
Approved by _____	_____
City of Madison:	Date



Miller & Miller, Inc.
2106 Miller Ferry Way • Huntsville, AL 35801
256-882-6200 • FAX: (256) 882-2864

April 3, 2024

AECOM Transportation
3800 Colonnade Pkwy STE 400
Birmingham, AL 35243

Re: Roadway Lighting Change Order (Plan Revision #10)
City of Madison Interchange-Phase II
Project # 2022-009-ITB

Attn: Jason Lawson, P.E.

Dear Mr. Lawson,

Please see below anticipated costs impact not covered by existing pay items for the Modification of the Roadway Lighting on the referenced project:

Pay Item	Description	Qty	Unit	Unit Price	Extension
Generic	Roadway Lighting Modifications	1	LS	\$59,440.92	\$59,440.92

It is our understanding that existing pay items will be used to the maximum extent possible to accommodate plan changes in the Roadway Lighting Plan. Several items have been removed from the original change order submitted on November 8, 2023; and are to be paid under 750C-010, 750C-011, 750D-200, 751G-025, 751J-006 as appropriate. Our subcontractor Shoals Electric has generated a schedule of values for items not covered in the existing pay items based on Plan Revision #10, dated 9/28/2023 as listed below:

Pay Item	Description	Qty	Unit	Unit Price	Extension
Generic	Breakaway Pole Bases	13	EA	\$3,394.80	\$44,132.40
Generic	Service Pads at Breakaway Poles	13	EA	\$805.00	\$10,465.00
Generic	Pole Shift Wire Splice Kits	30	EA	\$46.00	\$1,380.00

The schedule of values above do not include additional costs incurred by the Contractor. A breakdown of the lump sum change order has been included for reference. The referenced change order is impacting current construction phasing. Once we receive a written Notice to Proceed, we will submit necessary submittals. Once submittals are approved and released for fabrication, we will be able to provide schedule impact based on procurement timeline. Please forward on as necessary for review and approval.

Sincerely,

Matt Mullins, P.E.

Cc: Jeff Taylor (AECOM) email
File (1330)

Lighting Change Order

Shoals Electric 1 **LS** @ \$ **48,676.00** \$ 48,676.00

Survey 16 **Hrs** @ \$ **125.00** \$ 2,000.00

Ins **25%** \$ 500.00

Sub-Total \$ 51,176.00

OH&P \$ 7,676.40

Sub-Total \$ 58,852.40

Bond \$ 588.52

Total	\$ 59,440.92
--------------	---------------------

RESOLUTION NO. 2024-196-R

A RESOLUTION TO EXECUTE THE FIRST AMENDED CONTRACTOR AGREEMENT WITH JANI-KING FOR THE JANITORIAL SERVICES FOR THE COMMUNITY CENTER

WHEREAS, the City of Madison’s Bidding Coordinator, by proper notice, solicited bids for Project #2024-003-ITB in accordance with Alabama’s Competitive Bid Law, Title 41 of the *Code of Alabama*, for janitorial services for the Madison Public Library, the Wellness Center and the Community Center; and

WHEREAS, all sealed Bids timely and properly submitted in response to the Project’s Invitation to Bid were opened and read on or about March, 6 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidders; and

WHEREAS, pursuant to Resolution No. 2024-086-R this Council authorized award of this bid and for the Mayor to execute the original Contractor Agreement with Jani-King for janitorial services for the Community Center; and

WHEREAS, construction delays have caused the Community Center opening to be delayed until September 3, 2024 requiring an amendment to the original Contractor Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, subject to the terms and conditions of the Invitation to Bid and that the Mayor and City Clerk-Treasurer are hereby authorized to execute and appropriately attest any and all documentation required to effectuate the amended agreement, the terms and conditions of which shall be consistent with the attached “First Amended Contractor Agreement.”

READ, PASSED, AND ADOPTED this 22nd day of July 2024.

Ranae Bartlet, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

City of Madison, Alabama
Invitation to Bid
#2024-003-ITB | Janitorial Services for City Facilities
Issued February 14, 2024

FIRST AMENDED CONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT for janitorial services is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and **Jani-King of Huntsville** located at 114 Arlington Drive, Madison, AL 35758, hereinafter referred to as “Contractor.”

WHEREAS, in accordance with the applicable competitive bid laws found in Title 41, Article 3 of the *Code of Alabama*, the City solicited bids for the provision of janitorial services; and

WHEREAS, on March 12, 2024, the City and the Contractor entered an agreement for the Contractor to begin providing janitorial services to City Facilities to include the City’s Community Center on or about August 3, 2024; and

WHEREAS, due to delays in the construction of the City’s Community Center, the City cannot open said Community Center until September 3, 2024; and

WHEREAS, upon being informed of the delay, the Contractor has agreed to amend the original Agreement to provide that the Contractor shall begin janitorial services on for the Community Center on September 3, 2024; and

WHEREAS, Section 3 (A) of the original Agreement requires the parties to memorialize any and all changes to the agreement in writing; and

WHEREAS, the parties seek to only change the date that the janitorial services shall commence at the Community Center and the parties make no other additions or revisions to the original agreement other than this revised September 3, 2024 start date.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements herein set forth, the parties hereto agree to the following Amended Professional Services Agreement:

1. SERVICES TO BE PROVIDED; TERMS AND CONDITIONS.

Contractor shall furnish all labor, equipment, transportation, and material necessary to provide janitorial services to the Community Center as set forth in, and according to the terms and conditions of, the Invitation to Bid, the Bid Packet (including any addenda thereto), and the Bid Specifications as they were each issued in the above-referenced project, each of those documents being included by reference in Contractor’s Bid Submittal, which is, in turn, hereby fully incorporated into this Agreement.

2. COSTS AND PAYMENT.

The parties understand and agree that the pricing submitted by Contractor and accepted by the City includes all costs for all labor, equipment, transportation, and material necessary to provide these services, including any fees, materials costs, chemical costs, and fuel costs associated with Contractor’s provision of the services. Payment shall

be rendered to Contractor on a monthly basis by the City after its receipt and approval of Contractor’s unified invoice, terms net thirty (30) days.

3. AMENDMENT TO AGREEMENT.

A. Amendments to Agreement: Unless otherwise specified in this Section 3, no variation or modification of this Agreement, and no waiver of its provisions will be valid unless in writing and signed by duly authorized representatives of the City and the Contractor. Change orders may be allowed only under the following conditions:

1. Minor changes for a total monetary amount less than that required for competitive bidding under Title 41 of the Code of Alabama; or
2. Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the Contract; or
3. Changes due to emergencies; or
4. Changes provided for as alternates in this Contract; or
5. Changes of items not contemplated or foreseen when the plans and specifications were prepared and the ITB was advertised, which are in the public interest, and which generally do not exceed ten percent (10%) of the Contract price, subject to Alabama Bid Law exceptions.

It is expected that the Contractor will complete the services as required in the bid packet. However, if a change order condition arises, Contractor shall immediately notify the City Representative in writing. If the change is minor in the opinion of the City Representative and does not involve (1) an increase in Contract price; (2) an extension of performance time; or (3) a material change in the scope of the Work, then the City Representative may authorize the change and the Contractor may then implement it. In the event the change is not minor and/or does involve any one or more of the criteria listed above, the City Council must authorize the Change Order before it becomes effective. In no event is a change order to be executed by Contractor prior to proper written approval, except in the case of emergencies.

4. EFFECTIVE DATE; COMMENCEMENT OF SERVICES; TERM.

This Agreement shall become effective when the appropriate representatives of the parties finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the effective date.

Services shall be provided by Contractor pursuant to the terms set forth herein for a period of twelve (12) months from the effective date. City reserves the right to extend this Agreement for two (2) additional one (1) year periods, not to exceed a total of three (3) years operating under the terms set forth herein.

No later than thirty (30) days prior to the expiration of any twelve (12) month period properly contracted between the parties, City shall notify Contractor of its decision regarding extension of the Agreement for an additional twelve (12) months. In the event notice is not given, Contractor shall continue to provide services to City under the terms set forth herein on a month-to-month basis, the aggregate term of service not to exceed three (3) years.

5. TERMINATION.

A. If Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or sufficient equipment, or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the City Representative, or fail to observe or perform the material provisions of the Contract Documents, or fail

or neglect to promptly prosecute or perform the Project in substantial accordance with the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the City may, on giving at least thirty (30) days' written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's employment under the Contract if, in the judgment of the City, the noticed default(s) have not been cured within said thirty (30) days. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess costs and fees occasioned to the City thereby, including attorney's fees. In the event of such termination, the same shall not relieve the Contractor or any of its sureties of their remaining obligations pursuant to this agreement. In the event it becomes necessary for the City to maintain any legal action against the Contractor, to enforce its rights herein, and City receives a final order in its favor, then the Contractor shall pay the City all expenses, costs, and fees associated therewith including a reasonable attorney's fee.

- B. It is agreed that this Agreement will automatically terminate without notice upon the occurrence of any of the following:
 - 1. an assignment by Contractor for the benefit of creditors;
 - 2. the institution of voluntary or involuntary proceedings against Contractor in bankruptcy, or under any other insolvency or similar law; or
 - 3. the dissolution of Contractor as a legal entity.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

City and Contractor hereby state that it is their mutual intent that an independent contractor relationship be and hereby is established under the terms and conditions of this Agreement. They also state that it is further mutually understood and agreed that employees of the Contractor are not, nor shall they be deemed to be employees of the City and that employees of the City are not, nor shall they be deemed to be employees of the Contractor.

7. INDEMNIFICATION AND INSURANCE.

- A. Contractor shall indemnify and hold harmless the City from all loss or damage forming the basis of any suit, judgment, execution, claim, or demand, including costs and attorney's fees, which arise out of the Contractor's negligence or willful misconduct in the performance of its obligations under this Agreement, except to the extent that such arise out of the City's negligence.
- B. Contractor further agrees to maintain and keep in full force and effect at all times during the term of this Agreement sufficient property damage and personal injury and public liability insurance coverage to protect the City and the Contractor against any such claims, suits, judgments, executions, or demands, such coverage to be of the types and in the amounts set forth in the Bid Packet. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policy.
- C. All insurance policies as required of the Contractor in this Agreement shall be written by a company or companies authorized and qualified to do business in the State of Alabama. Contractor shall promptly file the certificates of all coverage required hereunder with the Purchasing Division of the Finance Department within ten (10) days of the effective date of this Agreement.
- D. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled, non-renewed, or materially changed by the insurer until at least thirty (30) days after the insurer shall have

notified the City of such action in writing by sending the same to the point of contact identified in Section 20.

- E. Each insurance policy and certificate shall provide, in effect, that the policy will be renewed and further renewed unless the insurer shall give the City at least thirty (30) days' notice in writing of the insurer's unwillingness to renew by sending the same to the point of contact identified in Section 20.
- F. This insurance shall provide primary coverage as relates to other insurance carried by the City.

8. CONTRACTOR'S CARE AND DILIGENCE.

Contractor is solely responsible for all property claims and/or environmental cleanups resulting from the Contractor's vehicles, employees, actions, or omissions. Any damages to public or private property such as, but not limited to, curbing, driveways, mailboxes, or yards shall be repaired by the Contractor.

During the entire term of this Agreement, the Contractor shall, at a minimum, provide and maintain the necessary means to perform the services required by this Agreement. Any equipment that Contractor furnishes shall remain Contractor's property. To that end, it is hereby agreed that the Contractor shall adhere to the following standards and regulations in performing the services:

- 1. Provide all equipment necessary for the effective execution of this Agreement.
- 2. Keep all equipment safe, clean, neat in appearance and in good repair.
- 3. Keep all equipment free of excessive noise, odor leakage, or emissions.
- 4. Clearly identify each piece of equipment with the Contractor's name and vehicle number.
- 5. Provide adequate back-up equipment and maintain uninterrupted services until the completion of the project.
- 6. Make sure there are no spills or leaks from Contractor's vehicles or equipment.
- 7. Maintain equipment sufficient to handle the special requirements of the project.
- 8. Be responsible for any property damage claims or environmental cleanups caused by the Contractor's vehicle, equipment, and/or employees, except as set forth herein.
- 9. Contractor shall provide whatever measures necessary to properly protect and maintain all existing utilities encountered in the course of work and will be exclusively responsible to the utility owner for all damages incurred.
- 10. Obtain and pay for all necessary licenses and permits required by the City of Madison.
- 11. Safety precautions must be taken and shall be in compliance with all applicable provisions of federal, state, and municipal laws to prevent accidents or injury to person or property at all times.

9. SAFETY.

Contractor shall take all necessary precautions for the safety of the public, City and Library employees, and Contractor's employees and shall comply with all applicable provisions of federal, state, and municipal safety laws and codes to prevent accidents or injury to persons and damage to property on or about or adjacent to any location where the Work is being performed. In the event of personal injury, Contractor should take necessary steps to address the immediate needs of the injured individual, contact emergency personnel, and then notify the City Representative of the injury and the location where it occurred. Contractor shall assume all responsibility for any personal injury to the extent resulting from its negligent performance of the Work and shall indemnify and hold harmless the City and Library and its employees, officers, and agents from liability for the same. In the event of property damage caused by the Contractor, Contractor will assume all responsibility to replace or repair, at the Contractor's expense, any public or private property damaged by Contractor through the acts or omissions of its employees, agents, or subcontractors. In the event of injury or damage of any kind or extent, Contractor must immediately notify the City Representative of the injury/damage and its plan to attend to the needs of the injured and/or to replace or repair the

damaged property. In the event of property damage, Contractor must also allow the City Representative the opportunity to view the damage and the repair/replacement offered prior to the damage being resolved.

10. EQUIPMENT AND ACCESS.

Contractor shall adequately protect the property of the City as well as its own equipment and take all necessary precautions while performing the services contracted hereunder to protect all persons and property from damage or loss. Contractor shall take all necessary precautions for the safety of its employees and the City’s employees and shall comply with all applicable provisions of the federal, state, and local safety laws and building codes to prevent accidents and injury to persons on, about, or adjacent to the premises where services are being performed. Contractor shall post all applicable signage and other warning devices necessary to protect against potential hazards resulting from the performance of the services contracted hereunder.

11. EXCUSED PERFORMANCE.

In the event performance of any terms or provisions hereof (other than the payment of monies due and owing) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, whether the same shall be local, state or federal in origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies due and owing) during the period of such suspension of performance of duties hereunder.

12. TIME OF THE ESSENCE.

Time is of the essence in Contractor’s performance of services under this Agreement. Except in the case of excused performance addressed in Section 11, if Contractor should fail to provide services according to the schedule in the ITB, then City will be entitled in its sole discretion, to reimburse itself liquidated damages by withholding such amounts from any monies due Contractor under the Agreement. For each day services are not provided according to the schedule, as determined by the City Representative, the City will withhold from Contractor payment at the rate of two hundred dollars (\$200.00) per day in liquidated damages to fairly reimburse the City its costs of replacement cleaning services and related administrative expenses. The City Representative shall provide seven (7) business days’ notice and the opportunity to cure to Contractor before withholding liquidated damages.

13. IMMIGRATION LAW COMPLIANCE.

If Bidder employs persons in the State of Alabama, Bidder must provide written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting with your Bid documentation proving your enrollment in the E-Verify program and by signing the “Immigration Law Compliance Statement” which is included in the ITB packet.

Further, the award of any Contract as a result of this ITB shall be conditioned upon the successful Bidder’s not knowingly employing, hiring for employment, or continuing to employ an unauthorized alien within the State of Alabama and swearing or affirming that it shall not violate state or federal immigration laws.

Be advised that, upon award of any Contract resulting from this ITB, the successful Bidder and the City shall therein affirm, for the duration of the agreement, that they will not violate state or federal immigration laws or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, either contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

To the fullest extent permitted by law, the successful Bidder shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Bidder's failure to fulfill its obligations set forth in this paragraph or contained in *Ala. Code* § 31-13-1 (1975), *et seq.*

14. OPEN TRADE.

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

15. SEVERABILITY AND WAIVER.

The partial or complete invalidity of any one or more provision of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, condition, or right as respect further performance. It is hereby understood and agreed by the parties that it is their individual and mutual intent to enter into this Contract in full compliance with Title 41 of the Code of Alabama and that, in the event any provision or the absence of any provision in this Contract conflicts therewith, Title 41 shall prevail.

16. ENTIRE AGREEMENT.

The instant document, inclusive of all other Contract Documents which have been incorporated by reference in Section 1, contains the entire Agreement between the parties with respect to the subject matter hereof and nullifies and replaces any previous Agreement or representations, whether oral or written, addressing the same. Any Agreement made hereafter shall be ineffective to modify or terminate this Agreement or constitute a waiver of any provisions hereof unless such Agreement is in writing and signed by the party against whom enforcement is sought.

17. ORDER OF PRECEDENCE.

Should there be a direct conflict between the various elements of the Contract Documents to the extent the same cannot be reconciled to be read *in para materia*, then precedence shall be given to the various component documents in the following order:

- 1. Change Orders or amendments to Agreement after execution
- 2. Agreement
- 3. Addenda (in reverse order of issuance) (if issued)
- 4. Invitation to Bid and bid specifications
- 5. Advertisement for Bids

Where more than one document relates to the same matter, if both can be given reasonable effect, then both shall be retained.

18. ASSIGNING OF CONTRACT.

Contractor may not assign, transfer, convey, sell, or otherwise dispose of any portion of this Agreement or any part thereof without duly authorized, written consent of the City.

19. GOVERNING LAW.

The laws of the State of Alabama shall govern this Agreement and the parties agree that proper venue for the resolution of any dispute shall be properly had in the courts of Madison County, Alabama.

20. NOTICES.

**Address all notices to the City
as follows:**

City of Madison
Facilities and Grounds Department
100 Hughes Road
Madison, Alabama 35758

**Address all notices to the Contractor
as follows:**

Jani-King of Huntsville
114 Arlington Drive
Madison, AL 35758

With a copy to:

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

(INTENTIONALLY LEFT BLANK WITH SIGNATURE PAGE TO FOLLOW)

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
)
COUNTY OF MADISON)

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

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

Notary Public

Jani-King of Huntsville

By: Hayden Bradford

Its: Account Executive

Date: 7/8/24

STATE OF ALABAMA)

COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Hayden Bradford, whose name as Account Executive of **Jani-King of Huntsville**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of July, 2024.

Amy Kathleen McWilliams
Notary Public

AMY KATHLEEN MCWILLIAMS
Notary Public, Alabama State at Large
My Commission Expires November 14, 2026

RESOLUTION NO. 2024-227-R**A RESOLUTION AUTHORIZING CROWN CASTLE TO SUBLEASE TWO LOCATIONS ON THE RAINBOW MOUNTAIN TOWER TO MADISON BAPTIST CHURCH**

WHEREAS, the City of Madison owns real property on Rainbow Mountain that was leased to BellSouth Mobility to construct a tower upon said property to be used for the placement of wireless and other communications equipment (herein “the Tower”); and

WHEREAS, Crown Castle is the successor to BellSouth’s Mobility’s interest per an assignment agreement transferring this interest to Crown Castle as the Prime Lessee of the Rainbow Mountain Tower; and

WHEREAS, an express provision of the Prime Lease, requires the City to allow Crown Castle to enter sub-lease agreements with third parties for placement of antennas on the Tower; and

WHEREAS, Crown Castle requests the City’s permission to enter a subleasing agreement with the Madison Baptist Church for the placement of two (2) antennas on the Tower; and

WHEREAS, Crown Castle has submitted all proper permits with the Federal Communication Commission to proceed with the placement of the antennas; and

WHEREAS, the Prime Lease does provide for any additional compensation to the City from this new subleasing agreement; and

WHEREAS, Prime Lease requires that the City’s consent to any sublease of the Tower without unreasonable delay.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that Crown Castle, is authorized to sublease two (2) locations on the Rainbow Tower to Madison Baptist Church in compliance with the City’s Prime Lease Agreement with Crown Castle.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 22nd day of July 2024.

Resolution No. 2024-227

Page 1 of 2

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama



3025 Highland Parkway
4th Floor
Downers Grove, IL 60615

Phone: 607-434-7465
Email: mike.dolan@crowncastle.com
www.crowncastle.com

July 17, 2024

VIA Email

CITY OF MADISON - AL

MADISON, AL 35758

Re: BU 843943 / “RAINBOW MOUNTAIN” / 190 STONEWAY TRAIL, MADISON, AL 35758 (“Site”) TOWER ATTACHMENT LEASE AGREEMENT, dated June 15, 2024, as it may have been amended and assigned (“Lease”) Consent for sublease

Dear CITY OF MADISON - AL,

I am reaching out to you on behalf of CCATT LLC (“Lessee”) in order to obtain your consent as may be required by the Lease.

In order to better serve the public and minimize the amount of towers in an area where this property is located, this Vertical customer intends to sublease a portion of the Site. The sublease will include installation of new equipment within the lease area; however, it will not alter the character or use of the site nor will it change the nature of the occupancy of the Site. As used in this letter, the term “sublease” may include any arrangement by which a third party can install and operate its equipment at the Site as permitted under the Lease.

Under the Lease, Landlord’s consent cannot be unreasonably withheld, conditioned or delayed. Please provide your consent **on or before July 30th, 2024** by signing below and returning so that we may install Madison Baptist Church’s equipment as permitted under the Lease.

Furthermore, this letter shall serve as authorization from Owner to Lessee, its agent(s) or other designated parties, to act as Owner’s agent for the following limited purpose: to prepare, execute, submit and process all zoning applications, building permits and related approvals through the applicable governmental departments with jurisdiction to approve same, for any work or modifications to the Site that may be required in conjunction with the sublease described above. Owner’s signature below shall indicate its authorization to Lessee’s agency on Owner’s behalf for the limited purpose described in this paragraph and related solely to the sublease.

If you have any questions concerning this request, please contact Mike Dolan at 607-434-7465 or mike.dolan@crowncastle.com

The Foundation for a Wireless World.

CITY OF MADISON - AL

July 17, 2024

Page 2

Sincerely,

Agreed and accepted _____

(Date)

Mike Dolan
Real Estate Specialist

(Lessor's signature)

(Lessor's name and title)

[Enclosures]

P.S. Please indicate below if you are interested in learning more about removing the obligation for you to sign these consent letters and receive a notice letter instead.

(check here) Yes, I'm interested in learning more.

ORDINANCE NO. 2024-206

**EXEMPTING PROCEEDS FROM THE SALE OF HEARING INSTRUMENTS FROM
THE CITY OF MADISON'S SALES AND USE TAX**

WHEREAS, effective October 1, 2024, and ending September 30, 2029, the State of Alabama has enacted a tax exemption excluding all gross proceeds from the sale and use of hearing instruments from the State of Alabama Sales and Use Taxes; and

WHEREAS, the City Council of the City of Madison, Alabama seeks to further exempt all gross proceeds from the sale and use of hearing instruments from the City of Madison Sales and Use Tax.

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

Section 1: In conformity with Alabama Code Section 40-23-4(a)(55), the City hereby exempts all proceeds from the sales and use of hearing instruments, as defined in Alabama Code Section 34-14-1, from the City of Madison, Alabama's Sales and Use Tax effective October 1, 2024 and ending September 30, 2029.

Section 2: The City Clerk is hereby authorized and directed to certify a copy of this Ordinance under the seal of the City of Madison, Alabama, and to forward said certified copy to the Alabama Department of Revenue.

Section 3: Section 1 of this ordinance shall be codified in the Madison City Code as a new Section 16-7 entitled "Hearing Aid Exemption from Sales and Use Tax"

Section 4: If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

READ, ADOPTED AND APPROVED THIS 22nd DAY OF JULY 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-213-R

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

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 "Crossing Guard Agreement" to provide crossing guards during the 2024-2025 school 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 22nd day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

CROSSING GUARD AGREEMENT
School Year 2024-2025

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2024-2025 and is made effective as of the date of execution by the latter-signing party.

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

WHEREAS, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Crossing Guard Assignment: The City’s Police Department (“MPD”) shall provide no more than fifteen (15) crossing guards (“Crossing Guards”) to the Board of Education for placement within various Madison City Schools from August 1, 2024, through May 21, 2025.
2. Crossing Guard Duties: Crossing Guards shall provide pedestrian and vehicular traffic control services on the roads and rights of way adjoining school properties at the beginning and end of each school day, or at other times upon which the Parties mutually agree.
3. Chain of Command: The placement and day-to-day assignment of each Crossing Guard is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. Crossing Guards shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. MPD shall keep records of Crossing Guard performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. Compensation: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:
 - a. The City shall ensure that Crossing Guards complete a practical training program covering techniques and procedures used to safely and effectively direct traffic, as well as the proper wear and use of safety equipment.
 - b. The City shall provide Crossing Guards with uniforms and reflective safety apparel. The City may also supply Crossing Guards with any other equipment that it determines to be necessary to complete the duties specified in this Agreement.
6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement.
7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination

of the Agreement by the Board. No other liability related to such termination shall accrue to either party.

11. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

**CITY OF MADISON, ALABAMA,
a municipal corporation**

ATTEST:

By: _____
Paul Finley, Mayor

By: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: July , 2024

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

Notary Public

CITY OF MADISON BOARD OF EDUCATION

By: _____
Dr. Ed Nichols, Superintendent

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Madison Board of Education.

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

Notary Public

School Year 2024/25 School Resource Officers

Sgt. Jesse Scroggin	Salary Cost	\$43.40/hr x 1440 hrs/yr =	\$62,496.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$63,522.00
Ofc. Devin Bullington	Salary Cost	\$28.90/hr x 1440 hrs/yr =	\$41,616.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$42,642.00
Ofc. Joshua Garlen	Salary Cost	\$36.24/hr x 1440 hrs/yr =	\$52,185.60
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$53,211.60
Ofc. Jonathan Hardiman (8 hrs deducted - St. John's TGF D)	Salary Cost	\$31.26/hr x 1432 hrs/yr =	\$44,764.32
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$45,790.32
Ofc. John Kern	Salary Cost	\$30.06/hr x 1440 hrs/yr =	\$43,286.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$44,312.40
Ofc. Ryan Parris	Salary Cost	\$31.56/hr x 1440 hrs/yr =	\$45,446.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$46,472.40
Ofc. Marcus Perry	Salary Cost	\$27.79/hr x 1440 hrs/yr =	\$40,017.60
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$41,043.60
Ofc. Durand Prince	Salary Cost	\$28.90/hr x 1440 hrs/yr =	\$41,616.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$42,642.00
Ofc. Sam Scott	Salary Cost	\$33.16/hr x 1440 hrs/yr =	\$47,750.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$48,776.40
Ofc. Mitchell Stease	Salary Cost	\$30.06/hr x 1440 hrs/yr =	\$43,286.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$44,312.40
Ofc. Jared Wirtz	Salary Cost	\$26.72/hr x 1440 hrs/yr =	\$38,476.80
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$39,502.80
Grand Total for 11 School Resource Officers for School Year 2024/25:			\$512,227.92

***Figures are based on 180 school days at 8 hours per day which equals 1440 hours.*

***Benefits are based on Single or Family Coverage for 6 months.*

School Year 2024/25 Crossing Guards

Karen Reece (Head CG) <i>(Bob Jones)</i>	\$16.88/hr x 720 hrs/yr =	\$12,153.60
Alysha King <i>(Bob Jones)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
TO BE FILLED <i>(Columbia)</i>	\$12.40/hr x 720 hrs/yr =	\$8,928.00
TO BE FILLED <i>(Columbia)</i>	\$12.40/hr x 720 hrs/yr =	\$8,928.00
Carrie Sanders <i>(Discovery)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20
Kim Dugan <i>(Heritage)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20
James Dillard <i>(Horizon)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20
Lewis Martin <i>(James Clemens)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
TO BE FILLED <i>(Journey)</i>	\$12.40/hr x 720 hrs/yr =	\$8,928.00
Carolyn Carter <i>(Liberty)</i>	\$13.55/hr x 720 hrs/yr =	\$9,756.00
Jennifer Klein <i>(Mill Creek)</i>	\$13.15/hr x 720 hrs/yr =	\$9,468.00
Austin Sanders <i>(Madison)</i>	\$13.55/hr x 720 hrs/yr =	\$9,756.00
Laura Hossler <i>(Midtown)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
Terri Perdue <i>(Pre-K)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
Nancy Liederbach <i>(Rainbow Elementary)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20

Subtotal:	\$144,900.00
Payroll Taxes (7.65%):	<u>\$11,084.85</u>
Grand Total for School Year 2024/25:	\$155,984.85

***Figures are based on 180 school days at 4 hours per day which equals 720 hours.*

TAASRO Annual Safe Schools Conference Costs

***Below figures are based on EACH SRO to attend.*

Conference Registration	\$200.00
Conference Lodging - 5 Nights	\$1,485.00
Conference Meals - City Rate of \$46/day for 6 days (1 travel day)	\$276.00
Total per School Resource Officer to attend	\$1,961.00
<i>Grand Total for 11 School Resource Officers to attend:</i>	
	\$21,571.00

School Year 2024/25 Bottom Line

11 School Resource Officers' Salaries & Benefits for School Year 2024/25	\$512,227.92
15 Crossing Guards (1 Head) Salaries & Taxes for School Year 2024/25	\$155,984.85
11 School Resource Officers to attend 2025 TAASRO Conference	\$21,571.00
Grand Total for School Year 2024/25	\$689,783.77

RESOLUTION NO. 2024-214-R

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF MADISON AND THE MADISON BOARD OF
EDUCATION FOR SCHOOL RESOURCE OFFICERS**

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 "School Resource Officer Agreement" to provide crossing guards during the 2024-2025 school 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 22nd day of July 2024.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of July 2024.

Paul Finley, Mayor
City of Madison, Alabama

SCHOOL RESOURCE OFFICER AGREEMENT
School Year 2024-2025

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2024-2025 and is made effective as of the date of execution by the latter-signing party.

WHEREAS, it is the objective of the Parties to cooperatively promote public health, safety, and welfare; and

WHEREAS, the City will provide essential services to the Board in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. **SRO Placement**: The City’s Police Department (“MPD”) shall provide eleven (11) School Resource Officers (“SROs”) to the Board of Education for placement within various Madison City Schools from August 1, 2024, through May 21, 2025.
2. **SRO Duties**: SROs shall employ school-based policing concepts in accordance with MPD policy to promote school safety, as well as a drug and crime-free environment. SROs shall provide services including:
 - a. Providing security guidance and police services for students, faculty, and visitors
 - b. Teaching crime, alcohol, and drug awareness programs
 - c. Providing safety training on certain topics
 - d. Assisting with school traffic
 - e. Attending faculty and parent meetings on an as needed basis
3. **Chain of Command**: The placement and day-to-day assignment of each SRO is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. SROs shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. The parties acknowledge that SROs are not within the school administrative chain of command, and although SROs may enforce criminal laws of the state and City, they are not responsible for the enforcement of school rules and policies. MPD shall keep records of SRO performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide timecards or other evidence of hours worked upon the Board’s request.
4. **Compensation**: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

5. Training, Equipment, Facilities:
- a. City Responsibilities: The City will ensure that all SROs possess and maintain Alabama Peace Officer Standards and Training (APOST) Certification and that all SROs attend a school-based law enforcement program sponsored by a nationally recognized agency.
 - b. Board Responsibilities:
 - i. Training: The Board agrees to pay the actual cost of staff development expenses reasonably necessary for the SROs and the SRO supervisor to attend The Alabama Association of School Resource Officers (TAASRO) Summer Conference for training, within the limits for lodging, per diem and travel reimbursements permitted by Board policy. The Board's total expenditures for such training during the term of this agreement shall not exceed twenty-one thousand five hundred seventy-one dollars (\$21,571.00); provided, however, that in the event that other Board-requested training exceeds said amount, the Board will pay the invoices for such expenses within thirty (30) days from receipt.
 - ii. Equipment: The Board will provide suitable office space for each SRO in each school where they are stationed for a total of eleven (11) offices or reasonable workspaces, such as cubicles. The Board shall provide standard office equipment and supplies including a desk, filing cabinet, bookshelf, landline telephone, computer, printer, printer paper, internet/intranet access, as well as standard maintenance and utilities. SROs shall return each office to the Board at the end of the agreement term, reasonable wear and tear expected.
6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement. Furthermore, the parties agree to work cooperatively to implement MPD security recommendations and to implement recommended security strategies detailed in the 2010 Madison City School Task Force Final Findings and Recommended Strategies report.
7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible, therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by

signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null, and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination of the Agreement by the Board. No other liability related to such termination shall accrue to either party.
11. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.
13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

By: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

Notary Public

CITY OF MADISON BOARD OF EDUCATION

By: _____
Dr. Ed Nichols, Superintendent

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Dr. Ed Nichols, whose name as Superintendent of the City of Madison Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of the City of Madison Board of Education.

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

Notary Public

School Year 2024/25 School Resource Officers

Sgt. Jesse Scroggin	Salary Cost	\$43.40/hr x 1440 hrs/yr =	\$62,496.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$63,522.00
Ofc. Devin Bullington	Salary Cost	\$28.90/hr x 1440 hrs/yr =	\$41,616.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$42,642.00
Ofc. Joshua Garlen	Salary Cost	\$36.24/hr x 1440 hrs/yr =	\$52,185.60
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$53,211.60
Ofc. Jonathan Hardiman (8 hrs deducted - St. John's TGF D)	Salary Cost	\$31.26/hr x 1432 hrs/yr =	\$44,764.32
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$45,790.32
Ofc. John Kern	Salary Cost	\$30.06/hr x 1440 hrs/yr =	\$43,286.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$44,312.40
Ofc. Ryan Parris	Salary Cost	\$31.56/hr x 1440 hrs/yr =	\$45,446.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$46,472.40
Ofc. Marcus Perry	Salary Cost	\$27.79/hr x 1440 hrs/yr =	\$40,017.60
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$41,043.60
Ofc. Durand Prince	Salary Cost	\$28.90/hr x 1440 hrs/yr =	\$41,616.00
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$42,642.00
Ofc. Sam Scott	Salary Cost	\$33.16/hr x 1440 hrs/yr =	\$47,750.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$48,776.40
Ofc. Mitchell Stease	Salary Cost	\$30.06/hr x 1440 hrs/yr =	\$43,286.40
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$44,312.40
Ofc. Jared Wirtz	Salary Cost	\$26.72/hr x 1440 hrs/yr =	\$38,476.80
	Benefit Family Cost	\$171/mo x 6 mos =	\$1,026.00
	TOTAL		\$39,502.80
Grand Total for 11 School Resource Officers for School Year 2024/25:			\$512,227.92

***Figures are based on 180 school days at 8 hours per day which equals 1440 hours.*

***Benefits are based on Single or Family Coverage for 6 months.*

School Year 2024/25 Crossing Guards

Karen Reece (Head CG) <i>(Bob Jones)</i>	\$16.88/hr x 720 hrs/yr =	\$12,153.60
Alysha King <i>(Bob Jones)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
TO BE FILLED <i>(Columbia)</i>	\$12.40/hr x 720 hrs/yr =	\$8,928.00
TO BE FILLED <i>(Columbia)</i>	\$12.40/hr x 720 hrs/yr =	\$8,928.00
Carrie Sanders <i>(Discovery)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20
Kim Dugan <i>(Heritage)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20
James Dillard <i>(Horizon)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20
Lewis Martin <i>(James Clemens)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
TO BE FILLED <i>(Journey)</i>	\$12.40/hr x 720 hrs/yr =	\$8,928.00
Carolyn Carter <i>(Liberty)</i>	\$13.55/hr x 720 hrs/yr =	\$9,756.00
Jennifer Klein <i>(Mill Creek)</i>	\$13.15/hr x 720 hrs/yr =	\$9,468.00
Austin Sanders <i>(Madison)</i>	\$13.55/hr x 720 hrs/yr =	\$9,756.00
Laura Hossler <i>(Midtown)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
Terri Perdue <i>(Pre-K)</i>	\$12.77/hr x 720 hrs/yr =	\$9,194.40
Nancy Liederbach <i>(Rainbow Elementary)</i>	\$13.96/hr x 720 hrs/yr =	\$10,051.20

Subtotal:	\$144,900.00
Payroll Taxes (7.65%):	<u>\$11,084.85</u>
Grand Total for School Year 2024/25:	\$155,984.85

***Figures are based on 180 school days at 4 hours per day which equals 720 hours.*

TAASRO Annual Safe Schools Conference Costs

***Below figures are based on EACH SRO to attend.*

Conference Registration	\$200.00
Conference Lodging - 5 Nights	\$1,485.00
Conference Meals - City Rate of \$46/day for 6 days (1 travel day)	\$276.00
Total per School Resource Officer to attend	\$1,961.00
<i>Grand Total for 11 School Resource Officers to attend: \$21,571.00</i>	

School Year 2024/25 Bottom Line

11 School Resource Officers' Salaries & Benefits for School Year 2024/25	\$512,227.92
15 Crossing Guards (1 Head) Salaries & Taxes for School Year 2024/25	\$155,984.85
11 School Resource Officers to attend 2025 TAASRO Conference	\$21,571.00
Grand Total for School Year 2024/25	\$689,783.77