



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
November 12, 2024

AGENDA NO. 2024-21-RG

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

1. CALL TO ORDER

2. INVOCATION

A. Pastor Josh Britt of Courageous Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL OF ELECTED GOVERNING OFFICIALS

5. AMENDMENTS TO AGENDA

6. APPROVAL OF MINUTES

A. Minutes No. 2024-10-WS, dated October 28, 2024

B. Minutes No. 2024-20-RG, dated October 28, 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. Authorization of payment to Grayson Carter & Son Contracting, Inc. of Invoice No. A24176-02, PO No. 2024-1258, for construction on Project 22-036 | Huntsville Brownsferry and Burgreen Roundabout (\$81,135.43 to be paid from Fund 38)

- C. **Resolution No. 2024-361-R:** Authorizing Joint Purchase Agreement with the City of Huntsville for purchase of light duty vehicles from Woody Anderson Ford, Inc.
- D. **Resolution No. 2024-399-R:** Acceptance of Quote from UniCo Technology for network security services (\$37,181.64 to be paid from IT Department budget)
- E. **Resolution No. 2024-400-R:** Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062876JW for damage to a 2020 Ford Explorer Police vehicle (\$1,221.33 after \$1,000 deductible, to be deposited into General Operating account)
- F. **Resolution No. 2024-402-R:** Authorizing Transfer of K9 from the Madison Police Department to Highland K9, LLC
- G. Acceptance of a donation of chess pieces from Jim F. totaling \$139.04.
- H. Acceptance of donation to MSC Stained Glass program from J. Duplechain in the check amount of \$40.

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

- A. **Resolution No. 2024-401-R:** Approving Amendment No. 1 to General Capital Improvement Fund (Fund 38) (addition of \$401,129 for Public Safety Annex Project)

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

- A. Work Session Dates:
 1. November 20, 2024 - 5:30 p.m.
 2. December 4, 2024 - 5:30 p.m.

11. BOARD/COMMITTEE APPOINTMENTS

- A. Reappointment of Brian Goodwin to Place 2 of the Beautification and Tree Board with a term expiration of November 27, 2026

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.

- A. **Resolution No. 2024-368-R:** Request for an Off-Premises Beer and Wine License from Balch Road Shell Inc., doing business as Balch Road Shell, for their location at 513 Balch Road

- B. **Resolution No. 2024-369-R:** Request for a Lounge Retail Liquor - Class II (Package) License from Balch Road Shell Inc., doing business as Balch Road Spirits for their location at 513 Balch Road Suite A

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2024-356-R:** Authorizing a Professional Services Agreement with OMI, Inc., for inclinometer installation and periodic monitoring of slope stability on Project 17-030 | Hughes Road SE Bridge Slope (amount not to exceed \$29,567.00, to be paid from Engineering Department budget)
- B. **Resolution No. 2024-362-R:** Award of Bid No. 2024-012-ITB, Traffic Signal Installation - Hardiman Road and Burgreen Road to Temple J Electric, LLC (\$311,317.00 to be paid from Fund 38)
- C. **Resolution No. 2024-367-R:** Authorizing a Professional Services Agreement with Croy Engineering for civil engineering services related to the design of Project No. 25-005 | Browns Ferry Road and Sullivan Street Intersection Improvements (\$88,550.00 to be paid from Engineering Department budget)

FACILITIES AND GROUNDS

- A. **Resolution No. 2024-223-R:** Authorizing Agreement with Madison County for the Provision of Federal Funding for the Public Safety Annex Renovation Project (acceptance of \$500,000 of federal ARPA funds from Madison County)
- B. **Resolution No. 2024-370-R:** Award of Bid No. 2024-013-ITB, Public Safety Annex Renovation to Dunlap Contracting, Inc., in the amount of \$4,294,337.00 (to be paid from General Capital Improvement, Fund 38, and ARPA Funding)

FIRE & RESCUE

- A. **Resolution No. 2024-358-R:** Authorizing a Professional Services Agreement with Dr. Jeff Johnson for services as Medical Director for Madison Fire EMS activities (\$1,650.00 per month, to be paid from Fire Department budget)

HUMAN RESOURCES

- A. **Resolution No. 2024-359-R:** A Resolution to Specify Holiday Observance Dates for Calendar Year 2025

LEGAL

- A. **Resolution No. 2024-341-R:** Approving Memorandum of Agreement for Madison Branch Boulevard, Segers Road, and Maecille Drive infrastructure improvements in connection with construction of new elementary school with the City of Madison Board of Education and Enfinger Development, LLC (Accepting Infrastructure Construction Reimbursement Schedule for \$2,140,985 from Board of Education)

PLANNING

- A. **Proposed Ordinance No. 2024-353:** Vacation of a utility and drainage easement located within 101 Marquise Way, Lot 12, Block 1 of Woodfield Subdivision (First Reading)

POLICE

- A. **Resolution No. 2024-360-R:** Authorizing an agreement with the North Central Alabama Highway Safety Office for traffic safety grant funds

RECREATION

- A. **Resolution No. 2024-364-R:** Authorizing a Professional Services Agreement with Shaquetta Williams for mental health instructor services through the Parks & Recreation Department (No cost to City; \$25-\$40 per person for classes)
- B. **Resolution No. 2024-365-R:** Authorizing a Professional Services Agreement with Courtenay Fults for sourdough bread making instructor services through the Parks & Recreation Department (No charge to City, courses cost \$50-\$65 per person)
- C. **Resolution No. 2024-366-R:** Amendment to Professional Services Agreement with Sharon Rivers Officiating for the provision of officials for volleyball, basketball, and softball as well as scorekeepers and line judges (\$35.00 per game to be paid for from Parks and Recreation Department budget)

14. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

15. ADJOURNMENT

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

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



**MINUTES NO. 2024-10-WS
PUBLIC WORK SESSION OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
October 28, 2024**

The Madison City Council met for a public work session on Monday, October 28, 2024, at 5:00 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 5:00 p.m. by Council President Ranae Bartlett.

The following elected officials were in attendance:

Mayor Paul Finley	Present
Council District No. 1 Maura Wroblewski	Present
Council District No. 2 Connie Spears	Present
Council District No. 3 Teddy Powell	Present
Council District No. 4 Greg Shaw	Late
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, Deputy Revenue Officer Ivon Williams, Assistant City Attorney Tim McFalls, Information Technology Tech Coordinator Toby Jenkins, Information Technology Support Specialist Michelle Parker, Deputy Court Clerk Beth Bellomy, Finance Director Roger Bellomy, Fire Chief David Bailey, City Engineer Michael Johnson, Facilities & Grounds Director Gerald Smith, Police Chief Johnny Gandy, and Director of Development Services Marybeth Broeren.

Major Leage Baseball Requirements

Director of Facilities Gerald Smith opened by giving a review of the two different plans that have been proposed for the renovations needed to fulfill the MLB requirements at Toyota Field.

Mark Holland from Ballcorps, LLC, explained their proposal for the renovations. He explained after The City pays \$7 million cash for the first floor of the building; the estimated bond cost will be \$22.5 million. This cost includes the building, parking, and bond issuance cost. The annual bond payment will be estimated at \$1,550,000. The total bond payment will be \$4,750,000, including the current bond payment already being made.

Council Member Connie Spears asked Director of Finance Roger Bellomy is The City would have enough in the budget to pay the new bond payment and continue to do the capital improvement projects that are planned and Mr. Bellomy responded, yes.

Council Member Maura Wroblewski asked if there would be a cap put on the amount of money The City is paying into the bond and Director of Development Services Marybeth Broeren responded that there would be. Ms. Broeren also mentioned that they would have the ability to cut the project down if they need to.

The decision was made to walk on Resolution No. 2024-355-R due to conflicts in the Council Members schedules to have a Special Called Meeting within the next week.

ADJOURNMENT

Having no further business to discuss, the work session adjourned at 6:01 p.m.

Minutes No. 2024-10-WS, dated October 28th, 2024, read, approved and adopted this 12th day of November 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

Myranda Staples
Recording Secretary



**MINUTES NO. 2024-20-RG
 REGULAR CITY COUNCIL MEETING
 OF MADISON, ALABAMA
 October 28, 2024**

The Madison City Council met in regular session on Monday October 28, 2024, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:10 p.m. by Council President Ranae Bartlett.

Pastor Matthew Griffin from River Valley Church provided the invocation followed by the Pledge of Allegiance led by Ranae Bartlett.

ELECTED GOVERNING OFFICIALS IN ATTENDANCE

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

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, Assistant City Attorney Tim McFalls, Information Technology Tech Coordinator Toby Jenkins, Information Technology Support Specialist Michelle Parker, Police Chief Johnny Gandy, Fire Chief David Bailey, City Engineer Michael Johnson, Director of Development Services Mary Beth Broeren, Director of Facilities & Grounds Gerald Smith, Deputy Revenue Officer Ivon Williams

Public Attendance registered: Margi Daly, Jocelyn Broer, Kenneth Jackson, Jennifer Coe, Terry Johnson, Mark Anderson, Pam Benedict

REORGANIZATION OF THE COUNCIL

City Clerk Lisa Thomas opened the floor for nominations for Council President. Council Member Shaw nominated Council Member Seifert. With no other nominations, the nominations were closed, and Council Member Seifert was appointed President by acclamation.

Council President Seifert opened the floor for nominations for President Pro Temp. Council Member Spears nominated Council Member Bartlett. With no other nominations, the

nominations were closed, and Council Member Bartlett was appointed President Pro Temp by acclamation.

Council President Seifert opened the floor for appointment for the Finance Chair. Council President Seifert appointed and nominated Council Member Spears. With no other nominations, the nominations were closed, and Council Member Spears was appointed by acclamation as the Chair of the Finance Committee.

In addition, Council President Seifert appointed Council Member Powell and Council Member Shaw to the Finance Committee. With no other nominations, the nominations were closed, and Council Member Powell and Council Member Shaw along with Council Member Spears were appointed to the Finance Committee.

AMENDMENTS TO AGENDA

Assistant City Attorney, Tim McFalls added an addition to the Council President line of business:

RESOLUTION NO. 2024-357-R: AUTHORIZING THE VIDEO RECORDING AND PUBLISHING OF THE OCTOBER 28, 2024, CITY COUNCIL WORK SESSION

Assistant City Attorney Tim McFalls added an addition to the Planning Department line of business:

RESOLUTION NO. 2024-355-R: AUTHORIZING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR TOYOTA FIELD CLUBHOUSE & LOCKER ROOM IMPROVEMENTS

APPROVAL OF MINUTES

MINUTES NO. 2024-19-RG DATED OCTOBER 14, 2024

Council Member Shaw moved to approve Minutes No. 2024-19-RG. Council Member Powell seconded. The roll call vote taken was recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

PRESENTATION OF 25-YEAR PIN TO LIEUTENANT GREG DEES BY POLICE CHIEF JOHNNY GANDY.

Police Chief Johnny Gandy presented Lieutenant Greg Dees with a 25-Year Pin. Police Chief Gandy said he wanted to recognize and honor the 25-Years Lieutenant Dees has served. Chief Gandy stated that the Department is the success that it is due to Lieutenant Dees' dedication. A round of applause was given.

PUBLIC COMMENTS

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

MARGI DALY (DISTRICT 6)

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

- Approval of liability insurance from 4 million to 15 million
- Hiring of Consultants
- Trash Panda Stadium revenue
- Trash Panda Stadium costs
- Feels Taxpayers are being taking advantage of

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

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

General Operating account	\$2,070,200.65
Gasoline Tax & Petroleum Inspection fees	\$10,159.60
Street Repair & Maintenance	\$863.64
CIP Bond Accounts	\$3,014,840.91
Library Building Fund	\$79,513.58
Water Distribution & Storage	\$1,100.00
Venue Maintenance	\$11,895.00
Regular and periodic bills to be paid	

Resolution No. 2024-344-R: Approval of services with Alabama Municipal Insurance Corporation for City Property and Liability Insurance Coverage (payable from the General Services Account)

Resolution No. 2024-345-R: Authorizing an agreement with CivicPlus for Municipal Code of Ordinances subscription services (\$5,520.00 to be paid from City Clerk Department budget)

Resolution No. 2024-346-R: Acceptance of settlement from Alabama Municipal Insurance Corporation on Claim No. 062650 for damage to a 2012 Dodge Charger Police vehicle (\$4,428.49, after \$500 deductible, to be deposited into General Operating account)

Resolution No. 2024-348-R: Ratifying a lease agreement with Canon Financial Services for the lease of a Canon copier at the Community Center located at 1329 Browns Ferry Road (\$579.70 to be paid from Recreation Department budget)

Resolution No. 2024-351-R: Authorizing a Contractor Agreement with Trav-Ad Signs for mounting hardware for installation of banners in Town Madison (\$891 to be paid from Planning Department budget)

Resolution No. 2024-352-R: providing for the disposition of personal property of negligible value formerly used by the Parks and Recreation Department (truck, soccer goals, playground equipment, picnic tables, etc.) via online auction through Govdeals pursuant to Section 16-108 of the City of Madison Code of Ordinances.

Authorization of Payment to Morell Engineering, Inc. in the Amount of \$20,316.18 for CE&I work on Project 22-002 Madison Blvd Resurfacing and Signalization (Invoice 28119, PO 2024-1143) (to be paid from Fund 38)

Acceptance of a check from Madison Street Festival in the amount of \$1,093.93 for the usage of MARS buses (to be deposited into the Recreation Department Salary Account)

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Congratulations to the School Board and Community on the Groundbreaking for Limestone County School being held on Tuesday October 29 at 9:00am

- Celebrate Madison held on Thursday October 24th was a successful and exciting evening
- Building Department Head, Dustin Riddle, is celebrating his retirement after working with the city for 25 years. A huge Thank you to Dustin.

• **COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI**

No new business

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Thanked Chamber Ambassadors, Chamber Members, Volunteers, Sponsors, and those who had Business tents and booths who helped pull off Celebrate Madison. It was very well done and enjoyed by all.

COUNCIL DISTRICT NO. 3 TEDDY POWELL

No new business

COUNCIL DISTRICT NO. 4 GREG SHAW

No new business

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

RESOLUTION NO. 2024-342-R: AUTHORIZING FUNDING FOR A SANTA FOR THE POLAR EXPRESS CHRISTMAS EVENT (\$250 TO BE PAID FROM THE CITY COUNCIL SPECIAL PROJECTS FUND)

Council Member Spears moved to approve Resolution No. 2024-342-R. Council Member Denzine seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

- Happy Retirement to Building Department Head, Dustin Riddle
- Congratulations to Madison City Schools and to the National Merit Semi-Finalists. There are 38 National Merit Semi-Finalists this year. A Luncheon was held in their honor.

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Thank you to Building Department Head, Dustin Riddle for all he has done for our city
- Thank you to Lieutenant Greg Dees for his service to the community
- Thank you to all for being such a great community
- Thank you to everyone who helped make the Madison Street Festival so wonderful
- A special Thank you to the Police Department & Public Works Department for all they did to make the Madison Street Festival a success

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

RESOLUTION NO. 2024-357-R: AUTHORIZING THE VIDEO RECORDING AND PUBLISHING OF THE OCTOBER 28, 2024, CITY COUNCIL WORK SESSION

Council Member Shaw moved to approve Resolution No. 2024-357-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

- Congratulations to Building Department Head, Dustin Riddle on his Retirement
- Congratulations to Lieutenant Greg Dees on 25 Years with the Police Department
- We have much to be Thankful for in our city

BOARD/COMMITTEE APPOINTMENTS

None

PUBLIC HEARINGS

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

property, as well as all other members of the public, were allowed to speak for 5 minutes.

RESOLUTION NO. 2024-140-R: ASCERTAINING, FIXING, AND DETERMINING THE AMOUNT OF ASSESSMENT TO BE CHARGED AS A WEED LIEN FOR THE VACANT LOT AT 0 BRADLEY STREET (ASSESSMENT FEE OF \$3,970.25)

Council President Seifert presented the Resolution. Council President Seifert asked if there were any Representatives for 0 Bradley Street present. Being none, Council President Seifert opened the floor for public comments regarding this request. There being none, he then closed the floor and entertained a motion from Council. Council Member Shaw moved to approve Resolution No. 2024-140-R. Council Member Powell seconded. The roll call vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-343-R: REQUEST FOR A RESTAURANT RETAIL LIQUOR LICENSE FROM B & B COUNTY LINE ROAD LLC., DOING BUSINESS AS BEIGNETS & BREW, FOR THEIR LOCATION AT 12120 COUNTY LINE ROAD SUITE C, MADISON, AL 35756.

Deputy Revenue Officer Ivon Williams informed the Council that this is a new location and added that everything is in order for Council action. Council President Seifert opened the floor for public comments regarding this request. Margi Daly asked for clarification if the business is a coffee shop or a restaurant. With no further public comment, he then closed the floor and entertained a motion from Council. Council Member Powell moved to approve Resolution No. 2024-343-R. Council Member Spears seconded. Deputy Revenue Officer Ivon Williams clarified that the location will be a restaurant. The roll call vote was taken and recorded as follows:

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

Motion carried.

DEPARTMENTAL REPORTS

ENGINEERING

RESOLUTION NO 2024-339-R: AUTHORIZATION OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS ON PROJECT NO. 23-011 (BALCH & GOOCH ROUNDABOUT) FOR DESIGN OF ADDITIONAL SIDEWALK ALONG BALCH ROAD (AMOUNT NOT TO EXCEED \$6,500, TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Shaw moved to approve Resolution No. 2024-339-R. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-349-R: AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT WITH MILLER & MILLER FOR PROJECT NO. 20-008 | BROWNSFERRY ROAD CULVERT REPLACEMENT TO INCLUDE FULL WIDTH ROADWAY, STABILIZATION, AND CULVERT UNDERCUT (\$74,933.00 TO BE PAID FROM 2019 GAS TAX FUND ACCOUNT)

Council Member Powell moved to approve Resolution No. 2024-349-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2024-350-R: AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH IVALDI ENGINEERING, PLLC, FOR PROJECT NO. 25-003 | POWELL ROAD AND BURGREN ROAD INTERSECTION TRAFFIC SIGNAL (\$65,895.00 TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2024-350-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Council Member Karen Denzine Aye

Motion carried.

PLANNING

RESOLUTION NO. 2024-355-R: AUTHORIZING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH GILBERT, MCLAUGHLIN, CASELLA ARCHITECTS FOR TOYOTA FIELD CLUBHOUSE & LOCKER ROOM IMPROVEMENTS

Council Member Wroblewski moved to approve Resolution No. 2024-355-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

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

Minutes No. 2024-20-RG, dated October 28th, 2024, read, approved and adopted this 28th day of October 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

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

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

Purchase Order
No. 2024-00001258
DATE 09/10/2024

Changed Purchase Order

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

NON-NEGOTIABLE


DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

VENDOR 3822 - Grayson Carter & Son Contracting, Inc.*

Contact
Grayson Carter & Son Contracting, Inc.
146 Roy Long Road W
ATHENS, AL 35611



REFERENCE # 2024-167-R, 2024-299-R

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	*Item - Change order #1, approved 09/09/24 by council 38-150-000-2941-11 - Capital Outlay - Huntsville Brownsferry & Burgreen Roundabout 180,256.40	New Item	180,256.4000	\$180,256.40
1.0000	Each	22 036 *Item - Construction for Project 22-036 Brownsferry & Burgreen roundabout 38-150-000-2941-11 - Capital Outlay - Huntsville Brownsferry & Burgreen Roundabout 1,589,020.20 22 036 Partial Payment #2 Invoice # A24176-02 Payment Due. 87,135.43 Consent agenda: 11-12-24  10-31-24	Open	1,589,020.2000	\$1,589,020.20
TOTAL DUE					\$1,769,276.60

Roger Bellomy / *RB*

Purchasing Agent Signature

Special Instructions

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

APPLICATION FOR PAYMENT

OWNER: City of Madison **PROJECT:** Huntsville Brownsferry Road & Burgreen Road Roundabout **APPLICATION NUMBER:** A24176-02 **DISTRIBUTION:** CONTRACTOR ◀ ARCHITECT ◀ File ◀

PERIOD TO: 10/25/2024

CONTRACTOR: Grayson Carter & Son Contracting, Inc.
PO Box 1069
Athens, AL 35612 **ARCHITECT:**

PROJECT NUMBER: A24-176 **CONTRACT WORK:** General Requirements

WORK CATEGORY NO: 1000

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT:	<u>1,589,020.21</u>
2. NET CHANGES TO CONTRACT:	<u>180,256.41</u>
3. TOTAL CONTRACT AMOUNT:	<u>1,769,276.61</u>
4. TOTAL COMPLETED AND STORED TO DATE:	<u>95,082.04</u>
5. RETAINAGE:	
5% of Completed Work	<u>4,754.10</u>
6. TOTAL COMPLETED LESS RETAINAGE:	<u>90,327.94</u>
7. LESS PREVIOUS APPLICATIONS:	<u>9,192.50</u>
8. CURRENT PAYMENT DUE:	81,135.43
9. BALANCE TO FINISH INCLUDING RETAINAGE:	<u>1,678,948.67</u>

EXTRA WORK SUMMARY	ADDITIONS	DELETIONS
Changes From Prev Applications:	-	-
Changes From This Application:	180,256.41	-
Total:	180,256.41	-
Net Changes:	180,256.41	

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Randy Thomason **DATE:** 10/25/2024
Chief Financial Officer

Randy Thomason 10-31-24

ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED: _____
Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT: _____ **DATE:** _____

The Amount Certified is payable to the contractor listed above.

PAYMENT APPLICATION DETAIL

APPLICATION NO: A24176-02
FOR PERIOD ENDING: 10/25/2024

FROM: Grayson Carter & Son Contracting, Inc.
WORK: 1000 - General Requirements

PROJECT: Huntsville Brownsferry Road &
NO: A24-176

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total			Value
A	B	C	D=Prev. (D+E)	Work In Place	Stored Mat.	Value	% / Qty	H=C-G	I
				E	F	G=D+E+F	L=G/C		
► BASE CONTRACT UNIT PRICE SECTION 1									
1	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000) (APPROXIMATELY 2 ACRES)	5,325.49	4,792.94	-	-	4,792.94	0.9 LS	532.55	4,754.10
2	REMOVING CONCRETE SIDEWALK	742.30	-	-	-	-	0 SY	742.30	-
3	REMOVING CONCRETE SLOPE PAVING	371.16	-	-	-	-	0 SY	371.16	-
4	REMOVING PIPE	19,464.42	-	-	-	-	0 LF	19,464.42	-
5	REMOVING CURB AND GUTTER	1,113.30	-	-	-	-	0 LF	1,113.30	-
6	REMOVING FENCE	3,713.04	3,713.04	-	-	3,713.04	648 LF	0.00	-
7	REMOVING UTILITY LINES	18,056.50	-	-	-	-	0 LF	18,056.50	-
8	REMOVING HEADWALLS	3,711.50	-	-	-	-	0 EA	3,711.50	-
9	UNCLASSIFIED EXCAVATION	49,533.12	-	-	-	-	0 CY	49,533.12	-
10	BORROW EXCAVATION	170,977.39	-	-	-	-	0 CY	170,977.39	-
11	STRUCTURE EXCAVATION	24,637.08	-	-	-	-	0 CY	24,637.08	-
12	FOUNDATION BACKFILL, COMMERCIAL	20,786.88	-	-	-	-	0 CY	20,786.88	-
13	ROADBED PROCESSING	9,751.88	-	-	-	-	0 RBST	9,751.88	-
14	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	40,891.80	-	-	-	-	0 SY	40,891.80	-
15	CRUSHED AGGREGATE, SECTION 825, FOR MISCELLANEOUS USE	26,277.75	-	-	-	-	0 TN	26,277.75	-
16	BITUMINOUS TREATMENT A	5,168.80	-	-	-	-	0 SY	5,168.80	-
17	TACK COAT	4,543.00	-	-	-	-	0 Gal	4,543.00	-
18	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE (LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D)	33,742.15	-	-	-	-	0 TN	33,742.15	-
19	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	24,572.80	-	-	-	-	0 TN	24,572.80	-
20	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, FSAL RANGE C/D	42,525.00	-	-	-	-	0 TN	42,525.00	-
21	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	24,572.80	-	-	-	-	0 TN	24,572.80	-
22	18" ROADWAY PIPE (CLASS 3 R.C.)	6,423.06	-	-	-	-	0 LF	6,423.06	-
23	24" ROADWAY PIPE (CLASS 3 R.C.)	10,538.52	-	-	-	-	0 LF	10,538.52	-
24	48" ROADWAY PIPE (CLASS 3 R.C.)	79,439.00	-	-	-	-	0 LF	79,439.00	-
25	18" STORM SEWER PIPE (CLASS 3 R.C.)	34,457.40	-	-	-	-	0 LF	34,457.40	-

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WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		H=C-G	Value
				Work In Place	Stored Mat.	Value	% / Qty		
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	I	
26	24" STORM SEWER PIPE (CLASS 3 R.C.)	12,517.84	-	-	-	-	0 LF	12,517.84	-
27	36" STORM SEWER PIPE (CLASS 3 R.C.)	30,995.04	-	-	-	-	0 LF	30,995.04	-
28	42" STORM SEWER PIPE (CLASS 3 R.C.)	14,292.20	-	-	-	-	0 LF	14,292.20	-
29	48" STORM SEWER PIPE (CLASS 3 R.C.)	91,491.12	-	-	-	-	0 LF	91,491.12	-
30	54" STORM SEWER PIPE (CLASS 3 R.C.)	28,201.80	-	-	-	-	0 LF	28,201.80	-
31	15" SIDE DRAIN PIPE (CLASS 3 R.C.)	3,495.36	-	-	-	-	0 LF	3,495.36	-
32	MOBILIZATION	96,980.27	-	9,698.03	-	9,698.03	0 100000031 LS	87,282.24	-
33	RIGHT OF WAY MARKERS	8,185.86	-	-	-	-	0 EA	8,185.86	-
34	LOOSE RIPRAP, CLASS 2, 24" THICK	5,911.92	-	-	-	-	0 SY	5,911.92	-
35	LOOSE RIPRAP, CLASS 2	10,051.05	-	-	-	-	0 TN	10,051.05	-
36	FILTER BLANKET, GEOTEXTILE	874.80	-	-	-	-	0 SY	874.80	-
37	SLOPE PAVING	72,345.00	-	-	-	-	0 CY	72,345.00	-
38	CONCRETE SIDEWALK, 4" THICK	27,090.00	-	-	-	-	0 SY	27,090.00	-
39	CONCRETE DRIVEWAY, 8" THICK (INCLUDES WIRE MESH)	33,600.00	-	-	-	-	0 SY	33,600.00	-
40	DETECTABLE WARNING SURFACE	4,200.00	-	-	-	-	0 SF	4,200.00	-
41	CURB RAMP	21,000.00	-	-	-	-	0 SY	21,000.00	-
42	18" ROADWAY PIPE END TREATMENT, CLASS 1	2,386.00	-	-	-	-	0 EA	2,386.00	-
43	36" ROADWAY PIPE END TREATMENT, CLASS 2	2,491.89	-	-	-	-	0 EA	2,491.89	-
44	48" ROADWAY PIPE END TREATMENT, CLASS 2	2,998.14	-	-	-	-	0 EA	2,998.14	-
45	15" SIDE DRAIN PIPE END TREATMENT, CLASS 1	2,120.68	-	-	-	-	0 EA	2,120.68	-
46	48" SIDE DRAIN PIPE END TREATMENT, CLASS 2 (DOUBLE LINE)	8,622.63	-	-	-	-	0 EA	8,622.63	-
47	JUNCTION BOXES, TYPE 1 OR 1P	9,524.49	-	-	-	-	0 EA	9,524.49	-
48	JUNCTION BOXES, TYPE 1 (SPECIAL)	18,698.00	-	-	-	-	0 EA	18,698.00	-
49	JUNCTION BOX UNITS, TYPE 1 OR 1P	3,935.52	-	-	-	-	0 EA	3,935.52	-
50	INLETS, TYPE E	6,076.78	-	-	-	-	0 EA	6,076.78	-
51	INLETS, TYPE S1 OR S3 (1 WING)	19,970.16	-	-	-	-	0 EA	19,970.16	-
52	INLETS, TYPE S2 OR S4 (1 WING)	10,615.08	-	-	-	-	0 EA	10,615.08	-
53	INLETS, TYPE S1 OR S3 (2 WING)	7,712.36	-	-	-	-	0 EA	7,712.36	-
54	INLETS, TYPE S2 OR S4 (2 WING)	8,132.36	-	-	-	-	0 EA	8,132.36	-
55	INLETS, TYPE PD	6,470.07	-	-	-	-	0 EA	6,470.07	-
56	INLETS, TYPE PD-6	8,427.50	-	-	-	-	0 EA	8,427.50	-

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WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		H=C-G	Value
				Work In Place	Stored Mat.	Value	% / Qty		
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I
Created using Paymee for Excel. Visit www.PaymentApplication.com for more information.									
57	INLET UNITS, TYPE S2 OR S4	4,289.28	-	-	-	-	0 EA	4,289.28	-
58	CONCRETE GUTTER	6,804.00	-	-	-	-	0 LF	6,804.00	-
59	CONCRETE CURB, TYPE N	7,761.60	-	-	-	-	0 LF	7,761.60	-
60	CONCRETE CURB, TYPE A	5,493.60	-	-	-	-	0 LF	5,493.60	-
61	COMBINATION CURB & GUTTER, TYPE C	61,513.20	-	-	-	-	0 LF	61,513.20	-
62	12 INCH DUCTILE IRON WATER MAIN LAID (RESTAINED JOINT)	52,675.95	-	-	-	-	0 LF	52,675.95	-
63	DUCTILE IRON FITTINGS	39,116.00	-	-	-	-	0 LB	39,116.00	-
64	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	1,857.24	-	-	-	-	0 CY	1,857.24	-
65	12 INCH X 12 INCH TAPPING VALVE AND SLEEVE	26,876.30	-	-	-	-	0 EA	26,876.30	-
66	TOPSOIL	22,677.60	-	-	-	-	0 CY	22,677.60	-
67	SEEDING	2,606.74	-	-	-	-	0 AC	2,606.74	-
68	MULCHING	2,606.74	-	-	-	-	0 AC	2,606.74	-
69	TEMPORARY SEEDING	2,606.74	-	-	-	-	0 AC	2,606.74	-
70	TEMPORARY MULCHING	2,606.76	-	-	-	-	0 TN	2,606.76	-
71	SILT FENCE	3,854.50	-	-	-	-	0 LF	3,854.50	-
72	SILT FENCE REMOVAL	2,301.00	-	-	-	-	0 LF	2,301.00	-
73	INLET PROTECTION, STAGE 3 OR 4	3,808.80	-	-	-	-	0 EA	3,808.80	-
74	WATTLE	2,094.00	-	-	-	-	0 LF	2,094.00	-
75	GEOMETRIC CONTROL	14,629.24	1,170.34	-	-	1,170.34	0.08 LS	13,458.90	-
76	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE) (WHITE)	756.00	-	-	-	-	0 LF	756.00	-
77	SOLID TEMPORARY TRAFFIC STRIPE	4,725.00	-	-	-	-	0 Mile	4,725.00	-
78	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	525.00	-	-	-	-	0 LF	525.00	-
79	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	9,240.00	-	-	-	-	0 LF	9,240.00	-
80	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (WHITE)	4,911.50	-	-	-	-	0 LF	4,911.50	-
81	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (YELLOW)	2,232.50	-	-	-	-	0 LF	2,232.50	-
82	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	1,891.20	-	-	-	-	0 EA	1,891.20	-
83	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	157.60	-	-	-	-	0 EA	157.60	-
84	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	945.60	-	-	-	-	0 EA	945.60	-
85	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	3,284.40	-	-	-	-	0 EA	3,284.40	-
86	CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	1,062.60	-	-	-	-	0 EA	1,062.60	-
87	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	1,178.10	-	-	-	-	0 EA	1,178.10	-

WORK CATEGORY			COMPLETED WORK					BALANCE TO FINISH	RETAINAGE
Item No.	Description	Scheduled Value	Prev. App. Value	This App.		Total		H=C-G	Value
				Work In Place	Stored Mat.	Value	% / Qty		
A	B	C	D=Prev. (D+E)	E	F	G=D+E+F	L=G/C	H=C-G	I
<small>Created using Paymee for Excel. Visit www.PaymentApplication.com for more information</small>									
88	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2" 14 GA SQUARE TUBULAR STEEL)	9,878.40	-	-	-	-	0 LF	9,878.40	-
89	REMOVAL OF EXISTING ROADWAY SIGNS	472.50	-	-	-	-	0 LS	472.50	-
90	CONSTRUCTION SIGNS	7,275.04	-	-	-	-	0 SF	7,275.04	-
91	SPECIAL CONSTRUCTION SIGNS	323.40	-	-	-	-	0 SF	323.40	-
92	CHANNELIZING DRUMS	2,835.00	-	-	-	-	0 EA	2,835.00	-
93	CONES (36 INCHES HIGH)	1,680.00	-	-	-	-	0 EA	1,680.00	-
94	BARRICADES, TYPE III	2,058.00	-	-	-	-	0 EA	2,058.00	-
95	WARNING LIGHTS, TYPE B (DETACHABLE HEAD)	819.00	-	-	-	-	0 EA	819.00	-
96	BALLAST FOR CONE	840.00	-	-	-	-	0 EA	840.00	-
97	CONTINGENCY	25,000.00	-	-	-	-	0 LS	25,000.00	-
► CHANGE ORDERS									
	CO#01 Open Cut Casing Installation	180,256.41	-	75,707.69	-	75,707.69	0.420000011 LS	104,548.72	-
Total Base Contract Work:		1,589,020.21	9,676.32	9,698.03	-	19,374.35	1%	1,569,645.86	4,754.10
Total Extra Work:		180,256.41	-	75,707.69	-	75,707.69	42%	104,548.72	-
GRAND TOTAL:		1,769,276.61	9,676.32	85,405.72	-	95,082.04	5%	1,674,194.57	4,754.10
<small>Created using Paymee for Excel. Download for free at: www.PaymentApplication.com</small>									

RESOLUTION NO. 2024-361-R**AUTHORIZATION OF A JOINT PURCHASING AGREEMENT BY AND BETWEEN
THE CITY OF MADISON, ALABAMA AND
HUNTSVILLE, ALABAMA**

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

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

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

WHEREAS, Huntsville agrees to allow Madison to utilize its contract with Woody Anderson Ford, Inc., to purchase Light Duty Vehicles pursuant to its letter dated October 25, 2024; and

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

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

1. Madison may, at its option, elect to purchase any light duty vehicle designated and priced

through Huntsville’s Contract #101-2022-54A; and

- 2. Madison will order directly from the vendor and pay the vendor directly for any vehicle enumerated under Huntsville’s contract with Woody Anderson Ford; and
- 3. Each party to this Agreement shall be responsible for purchasing and paying for its agreed upon purchase of a light duty vehicle; and
- 4. This Resolution, after its adoption and execution, shall be effective to constitute a Joint Purchasing Agreement with Huntsville, Alabama, upon the City of Madison’s acceptance of Huntsville’s October 25, 2024, Letter offer to enter into this joint purchasing agreement (**Attachment A: October 25, 2024, Huntsville Offer Letter**).

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, on this 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November, 2024.

Paul Finley, Mayor
City of Madison, Alabama



HUNTSVILLE
The Star of Alabama
Finance Department
Procurement Services Division

October 25, 2024

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

RE: Utilization of City of Huntsville Light Duty Vehicles Contract with Woody Anderson Ford, Inc. -
Contract #101-2022-54A

Dear Ms. Zingarelli:

This letter serves as written authorization granting the City of Madison, Alabama permission to utilize the Light Duty Vehicles contract the City of Huntsville, Alabama currently holds with Woody Anderson Ford, Inc. Contract #101-2022-54A was awarded on October 13, 2022 via Resolution No. 22-820 and was amended January 12, 2023 via Resolution No. 23-15. Contract #101-2022-54A is in its third and final term and set to expire October 12, 2025.

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

Sincerely,

Tamara M. Yancy
Procurement Manager

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

The Star of Alabama

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

RESOLUTION NO. 23-15

WHEREAS, on October 13, 2022 pursuant to Resolution No. 22-820, the City Council of the City of Huntsville, Alabama authorized the Mayor to execute contracts with the Woody Anderson Ford with Donohoo Chevrolet LLC for the provision of a Light Duty Vehicles; and

WHEREAS, the City executed contract #101-2022-54A with Woody Anderson Ford and contract #101-2022-54B with Donohoo Chevrolet LLC each having a one-year term commencing on October 13, 2022 and expiring on October 12, 2023; and

WHEREAS, the contracts provide for various makes and models of 2023 Ford and Chevrolet vehicles to be newly manufactured by the manufacturers Ford Motor Company and General Motors Company upon order placement by the contract vendors Woody Anderson Ford and Donohoo Chevrolet LLC; and

WHEREAS, the current supply chain issues and material shortages have placed production constraints, availability limitations, and prolonged production timeframes on the manufacturers; and

WHEREAS, the production restrictions imposed upon the manufacturers as a result of the economic conditions have adversely affected Woody Anderson Ford and Donohoo Chevrolet LLC ability to fulfill their contractual obligations to the City under the terms and conditions of the contracts;

WHEREAS, it has been determined that it is in the best interest of the City to amend the contracts to include a provision that would permit purchase of vehicles approved under Resolution No. 22-820 or equivalent to be directly from the retail lots of Woody Anderson Ford and Donohoo Chevrolet LLC provided the contract vendor provides a quote detailing the year, make, model, and trim of the vehicles available for direct purchase and the quote is approved by Fleet Services; and

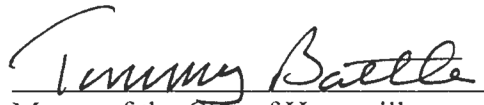
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Huntsville, Alabama the Mayor is hereby authorized to amend the contract entered under Resolution No. 22-820 to include a provision that permits the direct purchase of vehicles from the contract vendors' retail lot to ensure that City's fleet needs are addressed and maintained in a timely and efficient manner.

RESOLUTION NO. 23-15

ADOPTED this the 12th day of January, 2023.

President of the City Council of (Pro Tem)
the City of Huntsville, Alabama

APPROVED this the 12th day of January, 2023.



Mayor of the City of Huntsville,
Alabama

**MODIFICATION NO. 1 TO LIGHT DUTY VEHICLES CONTRACT #101-2022-54A
BETWEEN THE CITY OF HUNTSVILLE AND WOODY ANDERSON FORD**

This Modification No. 1 to the contract for the provision of Light Duty Vehicles (this "Modification") is made and entered into on the 12th day of January, 2023, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, herein after referred to as the "City", and **Woody Anderson Ford**, hereinafter referred to as "WAF".

WITNESSETH:

WHEREAS, pursuant to Resolution No. 22-820 the City and WAF entered into a contract (the "Contract") for the provision of various make, model, and trim of 2023 Ford vehicles; and


WHEREAS, the current supply chain issues and material shortages have placed production constraints, availability limitations, and prolonged production timeframes on the manufacturer, Ford Motor Company; and

WHEREAS, the production restrictions imposed upon the Ford Motor Company as a result of the economic conditions have adversely affected Woody Anderson Ford's ability to fulfill their contractual obligations to the City under the terms and conditions of the contracts;

WHEREAS, the contract vendors' inability to fulfill contractual obligations resulting from unforeseen restrictions imposed upon them by the manufacturers adversely impacts the City's ability to address and maintain fleet needs.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to modify the Contract as follows:

1. The City may purchase vehicles approved under Resolution No. 22-820 or equivalent directly from the retail lot of WAF should WAF not be able to secure a newly manufactured vehicle(s) from Ford Motor Company.
2. WAF shall provide quotes detailing the year, make, model, and trim of the vehicles available for direct purchase and the quotes shall be approved by Fleet Services.
3. Purchase(s) shall only be made after a purchase order is issued by the City.



 President of the City Council of the City of Pro I
 Huntsville, Alabama
 Date: 1/12/2023

IN WITNESS WHEREOF, the parties hereunto entered into this Modification agreement on the day written above.

ATTEST

BY: [Signature]

ITS: FORD PRO MANAGER

WOODY ANDERSON FORD

BY: [Signature]

ITS: Chief Operations Officer

ATTEST

BY: [Signature]

ITS: Kenneth Benion - Clerk Treasurer

CITY OF HUNTSVILLE, ALABAMA

BY: Tommy Battle

ITS: Tommy Battle - Mayor


RESOLUTION NO. 22-820

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

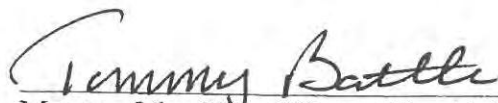
<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Freddie Louis Auto Accessories	Automotive Upholstery Services	One Year W/Extensions
Utilicom Supply Associates, LLC	Signal, Pedestrian Signal Hardware Items and Signal and Pedestrian LEDs and LED Inserts	One Year W/Extensions
Woody Anderson Ford Donohoo Chevrolet	Light Duty Vehicles	One Year W/Extensions
Professional Restoration On-site Solutions, LLC	Gym Floor Restoration	One Year W/Extensions

ADOPTED this the 13th day of October, 2022.



President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 13th day of October, 2022.



Mayor of the City of Huntsville, Alabama

4. 2023 OR NEWER MODEL MID-SIZE SEDAN

Year _____ Make/Model No Bid Delivery Schedule _____

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ _____

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): _____

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

5. 2023 OR NEWER MODEL COMPACT SUV

Year 2023 Make/Model Ford Escape Delivery Schedule Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: (COST) \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>1,200.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

6. 2023 OR NEWER MODEL MID-SIZE UTILITY

Year 2023 Make/Model Ford Explorer Delivery Schedule Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(COST)
(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>1,700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

7. 2023 OR NEWER MODEL NON-PURSUIT FULL-SIZE UTILITY

Year 2023 Make/Model Ford Expedition Delivery Schedule Appx. 26 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(COST)
(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>2,200.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

8. 2023 OR NEWER MODEL NON-PURSUIT FULL-SIZE SUV

Year 2023 Make/Model Ford Expedition Delivery Schedule Appx. 26 Weeks

Dollar amount Above or Below dealer invoice each to include Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above (COST) or Below Dealer Invoice: \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>2,200.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

9. 2023 OR NEWER MODEL SMALL-SIZE VAN

Year 2023 Make/Model Ford Transit Connect Delivery Schedule Appx. 30 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above (COST) or Below Dealer Invoice: \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>200.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

12. 2023 OR NEWER MODEL MID-SIZE KING CAB PICKUP

Year 2023 Make/Model Ford Ranger Delivery Schedule Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required): (Subject to change)

\$ 0 Description: Retail Only as of 9/26/2022
\$ _____ Description: _____
\$ _____ Description: _____
\$ _____ Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

No Bid

13. 2022 OR NEWER MODEL FULL-SIZE 1/2 TON CREW CAB SHORT BED

Year _____ Make/Model _____ Delivery Schedule _____

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ _____

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): _____

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ _____ Description: _____
\$ _____ Description: _____
\$ _____ Description: _____
\$ _____ Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): _____ (Initials)

14. 2023 OR NEWER MODEL NON-PURSUIT FULL-SIZE 1/2 TON LONG WHEELBASE PICKUP
2023 Ford F-150 Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ 0 Description: Retail Only as of 9/26/2022
\$ _____ Description: _____
\$ _____ Description: _____
\$ _____ Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

15. 2023 OR NEWER MODEL FULL-SIZE 3/4 TON HEAVY DUTY PICKUP

Year 2023 Make/Model Ford F-250 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ 700.00 Description: Government Price Concession on Fleet Orders ONLY
\$ _____ Description: _____
\$ _____ Description: _____
\$ _____ Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

16. 2023 OR NEWER MODEL FULL-SIZE ONE-TON HEAVY DUTY PICKUP

2023 Ford F-350 Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022

(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID

(Required):

\$ 700.00
\$ _____
\$ _____
\$ _____

Description: Government Price Concession on Fleet Orders ONLY
Description: _____
Description: _____
Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): JB (Initials)

17. 2023 OR NEWER MODEL FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-450 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022

(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID

(Required):

\$ 700.00
\$ _____
\$ _____
\$ _____

Description: Government Price Concession on Fleet Orders ONLY
Description: _____
Description: _____
Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): JB (Initials)

18. 2023 OR NEWER MODEL FULL-SIZE 550 OR 5500 HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-550 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: ^(COST) \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

19. 2023 OR NEWER MODEL FULL-SIZE 3/4 TON HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-250 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: ^(COST) \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

20. 2023 OR NEWER MODEL FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-350 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

This Price Bid Form is hereby submitted by the undersigned:

Richard Bean
Printed legal name of Bidder

Richard Bean
Signature

Bobby White: General Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

09/26/2022
Date

5.
CITY OF HUNTSVILLE
SPECIFICATIONS
COMPACT SUV
Approximately One (1)

2023 or newer model Compact SUV (4 door) to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, descriptions and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

1. WHEELBASE: 106.7"	✓
2. ENGINE: 1.5 LITER TURBO	✓
3. 8 SPEED AUTOMATIC TRANSMISSION	✓
4. FACTORY AIR CONDITIONING	✓
5. BODY WIDTH 74.1" WITHOUT MIRRORS	✓
6. REMOTE KEYLESS ENTRY	✓
7. ACTIVE GRILLE SHUTTERS	✓
8. TILT/TELESCOPING WHEEL	✓
9. DRIVER AND PASSENGER DUAL STAGE AIRBAGS	✓
10. ROLL STABILITY AND TRACTION CONTROL	✓
11. POWER WINDOWS AND POWER LOCKS	✓
12. AM/FM RADIO ROOF MOUNTED ANTENNA	✓
13. REAR WINDOW DEFROST	✓
14. TINTED GLASS THROUGHOUT	✓
15. BSW RADIALS W/TOOLS INCLUDING MOUNTED SPARE	✓
16. FABRIC INTERIOR WITH CARPETED FLOORS	✓
17. FLOOR MATS	✓
18. FRONT TAG BRACKETS	✓
19. COLOR: STANDARD COLORS	✓
20. <u>NO</u> DEALER EMBLEMS OR DECALS	✓
21. <u>1 CD. MINIMUM TO INCLUDE:</u> Parts, Service, Electrical, Wiring Diagrams	✓
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓

B. DEALER INVOICE/OPTIONS:

1. Must show all options, using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓

C. OPTIONS:

1. OPTION I: 4WD	✓
2. OPTION II: EXTENDED SERVICE PLAN (a) Powertrain, 5 Year or 100,000-mile, Zero (0) deductible	✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

(Continued)
5.
CITY OF HUNTSVILLE
SPECIFICATIONS
COMPACT SUV
Approximately One (1)

VENDOR COMPLIANCE

3. OPTION III: STEP BARS (Installed) Description _____	_____ X _____
4. OPTION IV: WEATHERTECH MOLDED FRONT AND REAR FLOOR LINER	_____ ✓ _____
5. OPTION V: WINDOW TINT 4 DOORS GLASS PLUS HATCH	_____ ✓ _____
6. OPTION VI: EXTRA KEY	_____ ✓ _____
7. OPTION VII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	_____ ✓ _____
8. OPTION VIII: HYBRID	_____ ✓ _____

6.
CITY OF HUNTSVILLE
SPECIFICATIONS
MID-SIZE UTILITY
Approximately One (1)

2023 or newer model Mid-Size Utility (4 door) to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, descriptions and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. <u>ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. WHEELBASE: 119.1"	✓
2. ENGINE: 2.3 LITER TURBO 123HP	✓
3. 10 SPEED AUTOMATIC TRANSMISSION	✓
4. WIDTH 78.9"	✓
5. FACTORY AIR CONDITIONING	✓
6. WINDSHIELD WIPERS WITH DELAY	✓
7. POWER STEERING	✓
8. TILT WHEEL	✓
9. AIRBAGS	✓
10. ABS BRAKES	✓
11. POWER WINDOWS	✓
12. POWER LOCKS	✓
13. REAR WINDOW DEFROST	✓
14. DEEP TINTED WINDOWS	✓
15. BSW RADIALS W/TOOLS INCLUDING MOUNTED SPARE	✓
16. FABRIC INTERIOR WITH CARPETED FLOORS	✓
17. FLOOR MATS	✓
18. FRONT TAG BRACKETS	✓
19. COLOR: STANDARD COLORS	✓
20. <u>NO DEALER EMBLEMS OR DECALS</u>	✓
21. <u>1 CD, MINIMUM TO INCLUDE:</u> Parts, Service, Electrical, Wiring Diagrams	✓
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
B. <u>DEALER INVOICE/OPTIONS:</u>	
1. Must show all options, using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
C. <u>OPTIONS:</u>	
1. OPTION I: 4WD	✓
2. OPTION II: EXTENDED SERVICE PLAN (a) Powertrain, 5 Year or 100,000-mile, Zero (0) deductible	✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

(Continued)
6.
CITY OF HUNTSVILLE
SPECIFICATIONS
MID-SIZE UTILITY
Approximately One (1)

VENDOR COMPLIANCE

3. OPTION III: STEP BARS (Installed) Description <u>Black Rectangular Steps</u>	<u>✓</u>
4. OPTION IV: WEATHERTECH MOLDED FRONT AND REAR FLOOR LINER	<u>✓</u>
5. OPTION V: WINDOW TINT 4 DOORS AND HATCH	<u>✓</u>
6. OPTION VI: EXTRA KEY	<u>✓</u>
7. OPTION VII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	<u>✓</u>
8. OPTION VIII: HYBRID	<u>✓</u>

7.
CITY OF HUNTSVILLE
SPECIFICATIONS
NON-PURSUIT FULL-SIZE UTILITY
Approximately Two (2)

2023 or newer model Non-Pursuit, Full-Size Utility (4 door), to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other non-pursuit factory or fleet options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

- | | |
|--|---|
| 1. WHEELBASE: 120 MIN | ✓ |
| 2. ENGINE: HIGH PERFORMANCE MIN. 355HP & 383FT TORQUE | ✓ |
| 3. 10-SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER | ✓ |
| 4. BODY ON FRAME CONSTRUCTION | ✓ |
| 5. 4 WHEEL DRIVE | ✓ |
| 6. 250 AMP HIGH OUTPUT ALTERNATOR | ✓ |
| 7. WIDTH MIN 81" WITHOUT MIRRORS | ✓ |
| 8. CLASS IV HITCH | ✓ |
| 9. LOCKING REAR DIFFERENTIAL | ✓ |
| 10. POWER ANTI-LOC BRAKES | ✓ |
| 11. AM/FM RADIO | ✓ |
| 12. POWER LOCKS AND WINDOWS | ✓ |
| 13. FACTORY AIR CONDITIONING | ✓ |
| 14. TINTED GLASS THROUGHOUT | ✓ |
| 15. RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE | ✓ |
| 16. TRACTION AND OR STABILITY CONTROL | ✓ |
| 17. HEAVY DUTY COOLING SYSTEM | ✓ |
| 18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE, INSIDE DAY/NIGHT | ✓ |
| 19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER | ✓ |
| 20. SINGLE KEY OPERATION OF VEHICLE | ✓ |
| 21. FRONT TAG BRACKETS | ✓ |
| 22. COLOR: WHITE EXTERIOR / CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED | ✓ |
| 23. TOWING CAPACITY 6400LBS | ✓ |
| 24. NO DEALER EMBLEMS OR DECALS | ✓ |
| 25. LCD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams | ✓ |
| 26. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT | ✓ |
| 27. FLOOR MATS | ✓ |

B. DEALER INVOICE/OPTIONS:

- | | |
|--|---|
| 1. Must show all options using factory codes, description and associated cost. | ✓ |
| 2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM | ✓ |

(Continued)
7.
CITY OF HUNTSVILLE
SPECIFICATIONS
NON-PURSUIT FULL-SIZE UTILITY
Approximately Two (2)

VENDOR COMPLIANCE

C. OPTIONS:

1. OPTION I: EXTENDED SERVICE PLAN:

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

_____ ✓ _____

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- | | |
|---|---------------|
| 2. OPTION II: CARPET INTERIOR | _____ ✓ _____ |
| 3. OPTION III: 2 WD OPTION | _____ ✓ _____ |
| 4. OPTION IV: DRIVERS SIDE SPOTLAMP | _____ X _____ |
| 5. OPTION V: ELECTRIC TRAILER BRAKE CONTROLLER WITH TRAILER TOW PACKAGE 8400LBS MIN | _____ ✓ _____ |
| 6. OPTION VI: STEP BARS (Installed) | _____ ✓ _____ |
| 7. OPTION VII: WEATHERTECH FRONT AND REAR FLOOR LINER | _____ ✓ _____ |
| 8. OPTION VIII: WINDOW TINT FRONT DOOR GLASS | _____ ✓ _____ |
| 9. OPTION IX: EXTRA KEY | _____ ✓ _____ |
| 10. OPTION X: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST | _____ ✓ _____ |
| 11. OPTION XI: HYBRID | _____ X _____ |

8.
CITY OF HUNTVILLE
NON-PURSUIT FULL-SIZE SUV
Approximately Two (2)

2023 or newer model Non-Pursuit, Full-Size SUV (4 door), to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other non-pursuit factory or fleet options with dealer codes, description, and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

- | | |
|--|---|
| 1. OVERALL LENGTH: 225.2 IN. | ✓ |
| 2. ENGINE: HIGH PERFORMANCE MIN. 355HP & 383FT TORQUE | ✓ |
| 3. 10-SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER | ✓ |
| 4. BODY ON FRAME CONSTRUCTION | ✓ |
| 5. 4 WHEEL DRIVE | ✓ |
| 6. 250 AMP HIGH OUTPUT ALTERNATOR | ✓ |
| 7. WIDTH MIN 81" | ✓ |
| 8. CLASS IV HITCH | ✓ |
| 9. LOCKING REAR DIFFERENTIAL | ✓ |
| 10. POWER ANTI-LOC BRAKES | ✓ |
| 11. AM/FM RADIO | ✓ |
| 12. POWER LOCKS AND WINDOWS | ✓ |
| 13. FACTORY AIR CONDITIONING | ✓ |
| 14. TINTED GLASS THROUGHOUT | ✓ |
| 15. RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE | ✓ |
| 16. TRACTION AND OR STABILITY CONTROL | ✓ |
| 17. LANE CHANGE ALERT WITH SIDE BLIND ZONE ALERT | ✓ |
| 18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE, INSIDE DAY/NIGHT | ✓ |
| 19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER | ✓ |
| 20. SINGLE KEY OPERATION OF VEHICLE | ✓ |
| 21. FRONT TAG BRACKETS | ✓ |
| 22. COLOR: WHITE EXTERIOR / CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED | ✓ |
| 23. TOWING CAPACITY 8300LBS | ✓ |
| 24. NO DEALER EMBLEMS OR DECALS | ✓ |
| 25. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams | ✓ |
| 26. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT | ✓ |
| 27. FLOOR MATS | |

B. DEALER INVOICE/OPTIONS:

- | | |
|--|---|
| 1. Must show all options using factory codes, description and associated cost. | ✓ |
| 2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM | ✓ |

(Continued)

8.

CITY OF HUNTVILLE
NON-PURSUIT FULL-SIZE SUV
Approximately Two (2)

VENDOR COMPLIANCE

C. OPTIONS:

1. OPTION I: EXTENDED SERVICE PLAN:

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

_____ ✓ _____

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper

5 Year / 60,000 Mile Powertrain

- | | |
|--|---------------|
| 2. OPTION II: CARPET INTERIOR | _____ ✓ _____ |
| 3. OPTION III: 2 WD OPTION | _____ ✓ _____ |
| 4. OPTION IV: DRIVERS SIDE SPOTLAMP | _____ X _____ |
| 5. OPTION V: ELECTRIC TRAILER BRAKE CONTROLLER WITH
TRAILER TOW PACKAGE 8300LBS MIN | _____ ✓ _____ |
| 6. OPTION VI: STEP BARS (Installed) | _____ ✓ _____ |
| 7. OPTION VII: WEATHERTECH FRONT AND REAR FLOOR LINER | _____ ✓ _____ |
| 8. OPTION VIII: WINDOW TINT FRONT DOOR GLASS | _____ ✓ _____ |
| 9. OPTION IX: EXTRA KEY | _____ ✓ _____ |
| 10. OPTION X: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST | _____ ✓ _____ |
| 11. OPTION XI: HYBRID | _____ X _____ |

9.
CITY OF HUNTSVILLE
SPECIFICATIONS
SMALL-SIZE VAN
Approximately Two (2)

2023 or newer model Small-Size Van, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

1. WHEELBASE: 104.8 MIN	✓
2. ENGINE: 4 CYL 2.0 DOHC MIN.	✓
3. 8-SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER	✓
4. 150 AMP HIGH OUTPUT ALTERNATOR	✓
5. 590 CCA BATTERY	✓
6. FRONT WHEEL DRIVE	✓
7. FACTORY AIR CONDITIONING	✓
8. POWER WINDOWS	✓
9. POWER DOOR LOCKS	✓
10. POWER ANTI-LOC DISC BRAKES	✓
11. AM/FM RADIO	✓
12. REAR CARGO LIGHT	✓
13. DELAY WINDSHIELD WIPERS	✓
14. TINTED GLASS THROUGHOUT	✓
15. RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE	✓
16. TRACTION AND OR STABILITY CONTROL	✓
17. HEAVY DUTY COOLING SYSTEM	✓
18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE, INSIDE DAY/NIGHT	✓
19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER	✓
20. SINGLE KEY OPERATION OF VEHICLE	✓
21. FRONT TAG BRACKETS	✓
22. COLOR: WHITE EXTERIOR / CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED	✓
23. TOWING CAPACITY 2000 LBS	✓
24. NO DEALER EMBLEMS OR DECALS	✓
25. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
26. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
27. FLOOR MATS	✓

B. DEALER INVOICE/OPTIONS:

1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓

(Continued)
9.
CITY OF HUNTSVILLE
SPECIFICATIONS
SMALL-SIZE VAN
Approximately Two (2)

VENDOR COMPLIANCE

C. OPTIONS:

1. OPTION I: EXTENDED SERVICE PLAN:

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

_____ ✓ _____

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper

5 Year / 60,000 Mile Powertrain

2. OPTION II: TURBO 4 CYL ENGINE	_____ X _____
3. OPTION III: BULHEAD PARTITION	_____ ✓ _____
4. OPTION IV: TRAILER HITCH WITH 7/4 PIN CONNECTOR	_____ ✓ _____
5. OPTION V: ELECTRIC TRAILER BRAKE CONTROLLER INSTALLED WITH RELATED WIRING	_____ ✓ _____
6. OPTION VI: ROOF RACK WITH CROSS BARS	_____ ✓ _____
7. OPTION VII: WEATHERTECH BRAND FRONT FLOOR LINER	_____ ✓ _____
8. OPTION VIII: VENT VISORS (Installed)	_____ ✓ _____
9. OPTION IX: EXTRA KEY	_____ ✓ _____
10. OPTION X: BODY CONIFURATION OPTIONS TO BE PROVIDED AT DEALER COST	_____ ✓ _____
11. OPTION XI: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	_____ ✓ _____
12. OPTION XII: HYBRID	_____ X _____

12.
CITY OF HUNTSVILLE
SPECIFICATIONS
MID-SIZE KING CAB PICKUP
Approximately Five (5)

2023 or newer model Mid-Size, King Cab Pickup, fleet side body style, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

- | | |
|---|---|
| 1. WHEELBASE: MINIMUM 128" | ✓ |
| 2. ENGINE: 2.3L TURBO 4 CYLINDER MINIMUM | ✓ |
| 3. 10 SPEED AUTOMATIC TRANSMISSION MINIMUM | ✓ |
| 4. POWER STEERING / POWER BRAKES / AM/FM RADIO | ✓ |
| 5. DELAY WINDSHIELD WIPERS/ TILT WHEEL | ✓ |
| 6. TINTED GLASS THROUGHOUT | ✓ |
| 7. BSW RADIALS WITH TOOLS INCLUDING MOUNTED SPARE | ✓ |
| 8. MIRRORS: STANDARD | ✓ |
| 9. FRONT BUCKET SEATS | ✓ |
| 10. RUBBER MATTING THROUGHOUT - NO CARPET | ✓ |
| 11. SUN VISOR LEFT AND RIGHT | ✓ |
| 12. BUMPERS: FRONT AND REAR | ✓ |
| 13. FRONT TAG BRACKETS | ✓ |
| 14. COLOR: WHITE EXTERIOR / BLUE or GREY INTERIOR AND
STANDARD COLORS AS REQUESTED | ✓ |
| 15. <u>NO</u> DEALER EMBLEMS OR DECALS | ✓ |
| 16. <u>1 CD</u> , MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams | ✓ |
| 17. CABIN AIR FILTER | ✓ |
| 18. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT | ✓ |
| 19. FLOOR MATS | ✓ |

B. DEALER INVOICE/OPTIONS:

- | | |
|--|---|
| 1. Must show all options using factory codes, description and associated cost. | ✓ |
| 2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM | ✓ |

C. OPTIONS:

- | | |
|---------------------------------------|---|
| 1. OPTION I: 4 CYLINDER | ✓ |
| 2. OPTION II: 6 CYLINDER | X |
| 3. OPTION III: LINE X BRAND BED LINER | ✓ |
| 4. OPTION IV: 4WD | ✓ |
| 5. OPTION V: EXTENDED CAB | ✓ |

(Continued)
12.
CITY OF HUNTSVILLE
SPECIFICATIONS
MID-SIZE KING CAB PICKUP
Approximately Five (5)

VENDOR COMPLIANCE

- 6. OPTION VI: EXTENDED SERVICE PLAN ✓
- (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible ✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- 7. OPTION VII: STEP BARS (Installed) ✓
Description Black Round Tube Steps
- 8. OPTION VIII: HEAD ACHE RACK (Installed) X
Description _____
- 9. OPTION IX: LOCKING BED COVER (Installed) ✓
Description Black or Painted Cover
- 10. OPTION X: WEATHERTECH BRAND MOLDED FLOOR LINER ✓
- 11. OPTION XI: WEATHERTECH BRAND MOLDED FLOOR LINER REAR ✓
- 12. OPTION XII: BEDSLIDE 1000 S ✓
- 13. OPTION XIII: EXTRA KEY ✓
- 14. OPTION XIV: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST ✓
- 15. OPTION XV: HYBRID X

14.
CITY OF HUNTSVILLE
SPECIFICATIONS
NON-PURSUIT FULL-SIZE 1/2 TON LONG WHEELBASE PICKUP
Approximately Five (5)

2023 or newer model Non-Pursuit, Full-Size, 1/2 Ton Long Wheelbase Pick-Up Truck, fleet side body style. Ford F150, Chevrolet C1500, Dodge D150, or equal, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options including any fleet exclusive options or non-pursuit special service vehicles with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. <u>ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. REGULAR CAB	✓
2. WHEELBASE: 141" MINIMUM	✓
3. ENGINE: 3.3L V6 290 HP /10 spd AUTOMATIC TRANSMISSION	✓
4. CABIN AIR FILTER / FACTORY AIR CONDITIONING	✓
5. ALUMINIUM BODY	✓
6. KEY LOCK ENTRY	✓
7. POWER STEERING / POWER BRAKES / AM/FM RADIO	✓
8. DELAY WINDSHIELD WIPERS/ TILT WHEEL	✓
9. TINTED GLASS THROUGHOUT	✓
10. BSW RADIALS WITH TOOLS AND MOUNTED SPARE	✓
11. MIRRORS: L. OUTSIDE, R. OUTSIDE, INSIDE DAY/NIGHT	✓
12. SUN VISOR LEFT AND RIGHT	✓
13. RUBBER MATTING THROUGHOUT - NO CARPET	✓
14. BUMPERS: FRONT AND REAR	✓
15. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTIONS	✓
16. FRONT TAG BRACKETS	✓
17. COLOR: WHITE EXTERIOR / GRAY INTERIOR AND STANDARD COLORS AS REQUESTED	✓
18. NO DEALER EMBLEMS OR DECALS	✓
19. I CD, MINIMUM, TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
20. FLEX FUEL	✓
21. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
22. FLOOR MATS	✓
B. <u>DEALER INVOICE/OPTIONS:</u>	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
C. <u>OPTIONS:</u>	
1. OPTION I: V-8 ENGINE	✓
2. OPTION II: LINE X BRAND BED LINER	✓

(Continued)

14.

CITY OF HUNTSVILLE
SPECIFICATIONS

NON-PURSUIT FULL-SIZE 1/2 TON LONG WHEELBASE PICKUP

Approximately Five (5)

	<u>VENDOR COMPLIANCE</u>
3. OPTION III: 6.5 FT BED SHORT WHEELBASE	✓
4. OPTION IV: REGULAR CAB WITH 4WD	✓
5. OPTION V: EXTENDED CAB	✓
6. OPTION VI: EXTENDED CAB WITH 4WD	✓
7. OPTION VII: CREW CAB	✓
8. OPTION VIII: CREW CAB WITH 4WD	✓
9. OPTION IX: EXTENDED SERVICE PLAN	✓
a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible	✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper

5 Year / 60,000 Mile Powertrain

10. OPTION X: STEP BARS (Installed) Description <u>Black Round Tube Steps</u>	✓
11. OPTION XI: HEAD ACHE RACK (Installed) Description _____	X
12. OPTION XII: LOCKING BED COVER (Installed) Description <u>Black or Painted Cover</u>	✓
13. OPTION XIII: WEATHERTECH BRAND MOLDED FLOOR LINER FRONT	✓
14. OPTION XIV: WEATHERTECH BRAND MOLDED FLOOR LINER REAR	✓
15. OPTION XV: BEDSLIDE 1000 CLASSIC	✓
16. OPTION XVI: EXTRA KEY	✓
17. OPTION XVII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	✓
18. OPTION XVIII: TRAILER BRAKES	✓

15.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 3/4 TON HEAVY DUTY PICKUP
Approximately Two (2)

2023 or newer model Full-Size, 3/4 Ton Heavy Duty Pickup, fleet side body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

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A. <u>ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. WHEELBASE: 141" MINIMUM	✓
2. ENGINE: 6.2 V8	✓
3. ALUMINIUM BODY	✓
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION	✓
5. 10 SPEED AUTOMATIC TRANSMISSION	✓
6. FACTORY AIR CONDITIONING/CABIN AIR FILTER	✓
7. AM/FM RADIO	✓
8. POWER STEERING / POWER BRAKES	✓
9. FACTORY TRAILER BRAKES	✓
10. TILT WHEEL	✓
11. KEY LOCK – DRIVER, PASSENGER DOOR & TAILGATE	✓
12. DELAY WINDSHIELD WIPERS	✓
13. TINTED GLASS THROUGHOUT	✓
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE	✓
15. TELESCOPIC TRAILER TOW MIRRORS	✓
16. VINYL FLOORING	✓
17. BUMPERS: FRONT AND REAR	✓
18. FRONT TAG BRACKET	✓
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR	✓
20. NO DEALER EMBLEMS OR DECALS	✓
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
22. FLEX FUEL	✓
23. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
B. <u>DEALER INVOICE/OPTIONS:</u>	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
C. <u>OPTIONS:</u>	
1. OPTION I: ELECTRIC TRAILER BRAKE CONTROLLER	✓
2. OPTION II: LINEX BRAND BED LINER	✓
3. OPTION III: REGULAR CAB 4WD	✓
4. OPTION IV: EXTENDED CAB	✓
5. OPTION V: EXTENDED CAB 4WD	✓

(Continued)
15.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 3/4 TON HEAVY DUTY PICKUP
Approximately Two (2)

VENDOR COMPLIANCE

- | | |
|---|---|
| 6. OPTION VI: CREW CAB | ✓ |
| 7. OPTION VII: CREW CAB 4WD | ✓ |
| 8. OPTION VIII: EXTENDED SERVICE PLAN
(a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible | ✓ |

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- | | |
|--|---|
| 9. OPTION IX: STEP BARS (Installed)
Description <u>Black Round Tube Steps</u> | ✓ |
| 10. OPTION X: HEAD ACHE RACK (Installed)
Description <u>Mounts to bed, protects rear window</u> | ✓ |
| 11. OPTION XI: LOCKING BED COVER (Installed)
Description <u>Black or Painted Cover</u> | ✓ |
| 12. OPTION XII: WEATHERTECH BRAND MOLDED FRONT FLOOR LINER | ✓ |
| 13. OPTION XIII: WEATHERTECH BRAND MOLDED FRONT REAR LINER | ✓ |
| 14. OPTION XIV: VENT VISORS (Installed) | ✓ |
| 15. OPTION XV: EXTRA KEY | ✓ |
| 16. OPTION XVI: DIESEL ENGINE | ✓ |
| 17. OPTION XVII: FLATBED OPTION | ✓ |
| 18. OPTION XVIII: BAKFLIP G2 BRAND FOLDING TONNEAU COVER | ✓ |
| 19. OPTION XIX: BEDSLIDE 1500, CONTRACTER | ✓ |
| 20. OPTION XX: CURT (45900) BALL MOUNT WITH 2" & 2-5/16" BALL | ✓ |
| 21. OPTION XXI: LEER FIBERGLASS CAP WINDOORS COLOR MATCH | ✓ |
| 22. OPTION XXII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST | ✓ |
| 23. OPTION XXIII: HYBRID | X |

16.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE ONE-TON HEAVY DUTY PICKUP
Approximately Two (2)

2023 or newer model Full-Size, One-Ton Heavy Duty Pickup, fleet side body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

<u>A. ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. WHEELBASE: 137" MINIMUM	✓
2. ENGINE: 7.3 V8 MINIMUM	✓
3. ALUMINIUM BODY	✓
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION	✓
5. AUTOMATIC TRANSMISSION	✓
6. FACTORY AIR CONDITIONING	✓
7. AM/FM RADIO	✓
8. POWER STEERING / POWER BRAKES	✓
9. AUXILIARY SWITCHES	✓
10. TILT WHEEL	✓
11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR	✓
12. DELAY WINDSHIELD WIPERS	✓
13. TINTED GLASS THROUGHOUT	✓
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE	✓
15. TELESCOPIC TRAILER TOW MIRRORS	✓
16. FLOOR MATS IN ADDITION TO VINYL FLOORING	✓
17. BUMPERS: FRONT AND REAR	✓
18. FRONT TAG BRACKET	✓
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR	✓
20. NO DEALER EMBLEMS OR DECALS	✓
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
22. FLEX FUEL	✓
23. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
<u>B. DEALER INVOICE/OPTIONS:</u>	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
<u>C. OPTIONS:</u>	
1. OPTION I: DIESEL ENGINE	✓
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER INSTALLED WITH RELATED WIRING	✓
3. OPTION III: LINEX BRAND BED LINER	✓
4. OPTION IV: REGULAR CAB 4WD	✓
5. OPTION V: EXTENDED CAB	✓

(Continued)
16.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE ONE-TON HEAVY DUTY PICKUP
Approximately Two (2)

VENDOR COMPLIANCE

- 6. OPTION VI: EXTENDED CAB 4WD ✓
- 7. OPTION VII: CREW CAB ✓
- 8. OPTION VIII: CREW CAB 4WD ✓
- 9. OPTION IX: EXTENDED SERVICE PLAN ✓
- (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible ✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- 10. OPTION X: STEP BARS (Installed)
Description Black Round Tube Steps ✓
- 11. OPTION XI: HEAD ACHE RACK (Installed)
Description Mounts to bed, protects rear window ✓
- 12. OPTION XII: LOCKING BED COVER (Installed)
Description Black or Painted Cover ✓
- 13. OPTION XIII: WEATHERTECH BRAND MOLDED FRONT FLOOR
LINER (Installed) ✓
- 14. OPTION XIV: WEATHERTECH BRAND MOLDED FRONT LINER ✓
- 15. OPTION XV: BEDSLIDE 2000 HEAVY DUTY ✓
- 16. OPTION XVI: EXTRA KEY ✓
- 17. OPTION XVII: FLAT BED OPTION ✓
- 18. OPTION XVIII: EXTENDED BED ON CREW CAB ✓
- 19. OPTION XVIV: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST ✓
- 20. OPTION XVV: HYBRID X

17.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

2023 or newer model Full-Size, 450 or 4500 Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

- 1. WHEELBASE: 145" MINIMUM (60CA) ✓
- 2. ENGINE: 7.3 LV8 MINIMUM ✓
- 3. ALUMINIUM BODY ✓
- 4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION ✓
- 5. 10 SPEED AUTOMATIC TRANSMISSION ✓
- 6. FACTORY AIR CONDITIONING ✓
- 7. AM/FM RADIO ✓
- 8. POWER STEERING / POWER BRAKES ✓
- 9. AUXILIARY SWITCHES ✓
- 10. TILT WHEEL ✓
- 11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR ✓
- 12. DELAY WINDSHIELD WIPERS ✓
- 13. TINTED GLASS THROUGHOUT ✓
- 14. BSW RADIALS W/TOOLS AND MOUNTED SPARE ✓
- 15. TELESCOPIC TRAILER TOW MIRRORS ✓
- 16. FLOOR MATS IN ADDITION TO VINYL FLOORING ✓
- 17. BUMPERS: FRONT AND REAR ✓
- 18. FRONT TAG BRACKET ✓
- 19. COLOR: WHITE EXTERIOR, GRAY INTERIOR ✓
- 20. NO DEALER EMBLEMS OR DECALS ✓
- 21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams ✓
- 22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT ✓

B. DEALER INVOICE/OPTIONS:

- 1. Must show all options using factory codes, description and associated cost. ✓
- 2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM ✓

C. OPTIONS:

- 1. OPTION I: DIESEL ENGINE ✓
- 2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER ✓
- 3. OPTION III: LINE X BRAND BED LINER ✓
- 4. OPTION IV: REGULAR CAB 4WD ✓
- 5. OPTION V: EXTENDED CAB ✓

(Continued)

17.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

VENDOR COMPLIANCE

- 6. OPTION VI: EXTENDED CAB 4WD ✓
- 7. OPTION VII: CREW CAB ✓
- 8. OPTION VIII: CREW CAB 4WD ✓
- 9. OPTION IX: EXTENDED SERVICE PLAN ✓
- (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible ✓

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- 10. OPTION X: STEP BARS (Installed) ✓
Description Black Round Tube Steps
- 11. OPTION XI: TRUCK BED ✓
- 12. OPTION XII: 9'3" DRW PLATFORM BODY ✓
KNAPHEIDE PVMXT-93C 180C TRDPLT
92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT
MUDFLAPS AND ANTI SAIL BRACKETS
BACK UP ALARM
HITCH PLATE ½" MINIMUM WITH SAFETY CHAIN D RINGS
7 PIN TRAILER CONNECTOR & BRACKETS
RECEIVER TUBE BOLT ON
DOT SAFETY KIT
INSTALLED AND DELIVERED
- 13. OPTION XIII: 9' KNAPEHEIDE 6180D54F40 SERVICE BODY ✓
PAINTED TO MATCH
ROTARY LATCHES WITH MASTER LOCKING SYSTEM
(2) CTECH DRAWER UNIT
LED COMPARTMENT LIGHTS
2 E-TRACK ROWS ONE EACH SIDE
10 TIN COMBO PINTLE WITH D-RINGS 7 PIN RV PLUG
CABLE STEPS WITH GRAB HANDLES
SPRAY LINER ON FLOOR AND BODY
INSTALLED AND DELIVERED
- 14. OPTION XIV: 9' DRW CRYSTEEL DUMP BODY ✓
DOUBLE ACTING CYL ELECTRIC OVER HYDRAULIC
20" DROP DOWN SIDES
24" TAILGATE
MUDFLAPS, BACK UP ALARM
HITCH PLATE ½" MIN WITH SAFETY CHAIN D RINGS
7 PIN TRAILER CONNECTOR & BRACKETS
RECEIVER TUBE BOLT ON
DOT SAFETY KIT
INSTALLED AND DELIVERED

(Continued)

17.

**CITY OF HUNTSVILLE
SPECIFICATIONS**

**FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)**

VENDOR COMPLIANCE

- | | |
|--|------------------------------|
| 15. OPTION XV: WEATHERTECH FRONT FLOOR LINERS | <u> ✓ </u> |
| 16. OPTION XVI: WEATHERTECH REAR FLOOR LINERS | <u> ✓ </u> |
| 17. OPTION XVII: EXTRA KEY | <u> ✓ </u> |
| 18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST | <u> ✓ </u> |
| 19. OPTION XVIV: HYBRID | <u> X </u> |

18.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 550 or 5500 HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

2023 or newer model Full-Size, 550 or 5500 Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. <u>ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. WHEELBASE: 145" MINIMUM (60CA)	✓
2. ENGINE: 7.3 LV8 MINIMUM	✓
3. ALUMINIUM BODY	✓
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION	✓
5. 10 SPEED AUTOMATIC TRANSMISSION	✓
6. FACTORY AIR CONDITIONING	✓
7. AM/FM RADIO	✓
8. POWER STEERING / POWER BRAKES	✓
9. AUXILIARY SWITCHES	✓
10. TILT WHEEL	✓
11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR	✓
12. DELAY WINDSHIELD WIPERS	✓
13. TINTED GLASS THROUGHOUT	✓
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE	✓
15. TELESCOPIC TRAILER TOW MIRRORS	✓
16. FLOOR MATS IN ADDITION TO VINYL FLOORING	✓
17. BUMPERS: FRONT AND REAR	✓
18. FRONT TAG BRACKET	✓
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR	✓
20. NO DEALER EMBLEMS OR DECALS	✓
21. <u>1 CD</u> , MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
B. <u>DEALER INVOICE/OPTIONS:</u>	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
C. <u>OPTIONS:</u>	
1. OPTION I: DIESEL ENGINE	✓
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER	✓
3. OPTION III: LINE X BRAND BED LINER	✓
4. OPTION IV: REGULAR CAB 4WD	✓
5. OPTION V: EXTENDED CAB	✓

(Continued)
18.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 550 or 5500 HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

VENDOR COMPLIANCE

- 6. OPTION VI: EXTENDED CAB 4WD ✓
- 7. OPTION VII: CREW CAB ✓
- 8. OPTION VIII: CREW CAB 4WD ✓
- 9. OPTION IX: EXTENDED SERVICE PLAN ✓
(a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- 10. OPTION X: STEP BARS (Installed) ✓
Description Black Round Tube Steps
- 11. OPTION XI: TRUCK BED ✓
- 12. OPTION XII: 9'3" DRW PLATFORM BODY ✓
KNAPHEIDE PVMXT-93C 180C TRDPLT
92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT
MUDFLAPS AND ANTI SAIL BRACKETS
BACK UP ALARM
HITCH PLATE 1/2" MINIMUM WITH SAFETY CHAIN D RINGS
7 PIN TRAILER CONNECTOR & BRACKETS
RECEIVER TUBE BOLT ON
DOT SAFETY KIT
INSTALLED AND DELIVERED
- 13. OPTION XIII: 9' KNAPEHEIDE 6180D54F40 SERVICE BODY ✓
PAINTED TO MATCH
ROTARY LATCHES WITH MASTER LOCKING SYSTEM
(2) CTECH DRAWER UNIT
LED COMPARTMENT LIGHTS
2 E-TRACK ROWS ONE EACH SIDE
10 TIN COMBO PINTLE WITH D-RINGS 7 PIN RV PLUG
CABLE STEPS WITH GRAB HANDLES
SPRAY LINER ON FLOOR AND BODY
INSTALLED AND DELIVERED
- 14. OPTION XIV: 9' DRW CRYSTEEL DUMP BODY ✓
DOUBLE ACTING CYL ELECTRIC OVER HYDRAULIC
20" DROP DOWN SIDES
24" TAILGATE
MUDFLAPS, BACK UP ALARM
HITCH PLATE 1/2" MIN WITH SAFETY CHAIN D RINGS
7 PIN TRAILER CONNECTOR & BRACKETS
RECEIVER TUBE BOLT ON
DOT SAFETY KIT
INSTALLED AND DELIVERED

(Continued)
18.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 550 or 5500 HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

VENDOR COMPLIANCE

15. OPTION XV: WEATHERTECH FRONT FLOOR LINERS	<input checked="" type="checkbox"/>
16. OPTION XVI: WEATHERTECH REAR FLOOR LINERS	<input checked="" type="checkbox"/>
17. OPTION XVII: EXTRA KEY	<input checked="" type="checkbox"/>
18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	<input checked="" type="checkbox"/>
19. OPTION XXIV: HYBRID	<input type="checkbox"/>

19.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 3/4 TON HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

2023 or newer model Full-Size, 3/4 Ton Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

<u>A. ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. WHEELBASE: 142" MINIMUM (56CA)	✓
2. ENGINE: 6.2 V8 MINIMUM	✓
3. ALUMINIUM BODY	✓
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION	✓
5. AUTOMATIC TRANSMISSION	✓
6. FACTORY AIR CONDITIONING	✓
7. AM/FM RADIO	✓
8. POWER STEERING / POWER BRAKES	✓
9. AUXILIARY SWITCHES	✓
10. TILT WHEEL	✓
11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR	✓
12. DELAY WINDSHIELD WIPERS	✓
13. TINTED GLASS THROUGHOUT	✓
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE	✓
15. TELESCOPIC TRAILER TOW MIRRORS	✓
16. FLOOR MATS IN ADDITION TO VINYL FLOORING	✓
17. BUMPERS: FRONT AND REAR	✓
18. FRONT TAG BRACKET	✓
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR	✓
20. NO DEALER EMBLEMS OR DECALS	✓
21. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
22. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
<u>B. DEALER INVOICE/OPTIONS:</u>	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
<u>C. OPTIONS:</u>	
1. OPTION I: DIESEL ENGINE	✓
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER	✓
3. OPTION III: LINE X BRAND BED LINER	✓
4. OPTION IV: REGULAR CAB 4WD	✓
5. OPTION V: EXTENDED CAB	✓

(Continued)

19.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE 3/4 TON HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

VENDOR COMPLIANCE

- 6. OPTION VI: EXTENDED CAB 4WD ✓
- 7. OPTION VII: CREW CAB ✓
- 8. OPTION VIII: CREW CAB 4WD ✓
- 9. OPTION IX: EXTENDED SERVICE PLAN: ✓
 (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- 10. OPTION X: STEP BARS (Installed) ✓
 Description Black Round Tube Steps
- 11. OPTION XI: 8'3" DRW PLATFORM BODY ✓
 KNAPHEIDE PVMXS-838C 180C TRDPLT.
 72" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT
 MUDFLAPS AND ANTI SAIL BRACKETS
 BACK UP ALARM
 HITCH PLATE 1/2" MINIMUM WITH SAFETY CHAIN D RINGS
 7 PIN TRAILER CONNECTOR & BRACKETS
 RECEIVER TUBE BOLT ON
 DOT SAFETY KIT
 INSTALLED AND DELIVERED
- 12. OPTION XII: WEATHERTECH MOLDED FRONT FLOOR LINER ✓
- 13. OPTION XIII: WEATHERTECH MOLDED REAR FLOOR LINER ✓
- 14. OPTION XIV: VENT VISORS (Installed) ✓
- 15. OPTION XV: EXTRA KEY ✓
- 16. OPTION XVI: KNAPAHEIDE 696J (8FT SERVICE BODY WITH
 BUMPER AND LIGHT KIT) ✓
- 17. OPTION XVII: BUYERS 1501200 OVER THE CAB LADDER RACK ✓
- 18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST ✓
- 19. OPTION XIX: HYBRID X

20.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

2023 or newer model Full-Size, One-Ton Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

- | | |
|--|---|
| 1. WHEELBASE: 145" MINIMUM (60CA) | ✓ |
| 2. ENGINE: 6.2 LV8 MINIMUM | ✓ |
| 3. ALUMINIUM BODY | ✓ |
| 4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION | ✓ |
| 5. 10 SPEED AUTOMATIC TRANSMISSION | ✓ |
| 6. FACTORY AIR CONDITIONING | ✓ |
| 7. AM/FM RADIO | ✓ |
| 8. POWER STEERING / POWER BRAKES | ✓ |
| 9. AUXILIARY SWITCHES | ✓ |
| 10. TILT WHEEL | ✓ |
| 11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR | ✓ |
| 12. DELAY WINDSHIELD WIPERS | ✓ |
| 13. TINTED GLASS THROUGHOUT | ✓ |
| 14. BSW RADIALS W/TOOLS AND MOUNTED SPARE | ✓ |
| 15. TELESCOPIC TRAILER TOW MIRRORS | ✓ |
| 16. FLOOR MATS IN ADDITION TO VINYL FLOORING | ✓ |
| 17. BUMPERS: FRONT AND REAR | ✓ |
| 18. FRONT TAG BRACKET | ✓ |
| 19. COLOR: WHITE EXTERIOR, GRAY INTERIOR | ✓ |
| 20. <u>NO</u> DEALER EMBLEMS OR DECALS | ✓ |
| 21. <u>1 CD</u> , MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams | ✓ |
| 22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT | ✓ |

B. DEALER INVOICE/OPTIONS:

- | | |
|--|---|
| 1. Must show all options using factory codes, description and associated cost. | ✓ |
| 2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM | ✓ |

C. OPTIONS:

- | | |
|---|---|
| 1. OPTION I: DIESEL ENGINE | ✓ |
| 2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER | ✓ |
| 3. OPTION III: LINE X BRAND BED LINER | ✓ |
| 4. OPTION IV: REGULAR CAB 4WD | ✓ |
| 5. OPTION V: EXTENDED CAB | ✓ |

(Continued)
20.
CITY OF HUNTSVILLE
SPECIFICATIONS
FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS
Approximately Two (2)

VENDOR COMPLIANCE

- 6. OPTION VI: EXTENDED CAB 4WD ✓
- 7. OPTION VII: CREW CAB ✓
- 8. OPTION VIII: CREW CAB 4WD ✓
- 9. OPTION IX: EXTENDED SERVICE PLAN ✓
(a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible

DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper
5 Year / 60,000 Mile Powertrain

- 10. OPTION X: STEP BARS (Installed)
Description Black Round Tube Steps ✓
- 11. OPTION XI: DUAL REAR WHEEL OPTION ✓
- 12. OPTION XII: 9'3" DRW PLATFORM BODY ✓
KNAPHEIDE PVMXT-93C 180C TRDPLT
92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT
MUDFLAPS AND ANTI SAIL BRACKETS
BACK UP ALARM
HITCH PLATE 1/2" MINIMUM WITH SAFETY CHAIN D RINGS
7 PIN TRAILER CONNECTOR & BRACKETS
RECEIVER TUBE BOLT ON
DOT SAFETY KIT
INSTALLED AND DELIVERED
- 13. OPTION XIII: SINGLE REAR WHEEL OPTION ✓
- 14. OPTION XIV: 9'3" SRW PLATFORM BODY ✓
KNAPHEIDE PVMXT-938C TRDPLT
92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT
MUDFLAPS AND ANTI SAIL BRACKETS
BACK UP ALARM
HITCH PLATE 1/2" MINIMUM WITH SAFETY CHAIN D RINGS
7 PIN TRAILER CONNECTOR & BRACKETS
RECEIVER TUBE BOLT ON
DOT SAFETY KIT
INSTALLED AND DELIVERED
- 15. OPTION XV: WEATHERTECH FRONT FLOOR LINERS ✓
- 16. OPTION XVI: WEATHERTECH REAR FLOOR LINERS ✓
- 17. OPTION XVII: EXTRA KEY ✓
- 18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST ✓
- 19. OPTION XXIV: HYBRID X

RESOLUTION NO. 2024-399-R

A RESOLUTION AUTHORIZING SOFTWARE LICENSE SUBSCRIPTION WITH UNICO TECHNOLOGY

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 software license subscription with UniCo Technology, for network security services, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Product Schedule No. PL-240211" dated October 28, 2024. The City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-400-R

ACCEPTANCE OF SETTLEMENT FROM ALABAMA MUNICIPAL INSURANCE CORPORATION ON CLAIM NO. 062876JW FOR DAMAGE TO POLICE VEHICLE

WHEREAS, on October 23, 2024, at 5:45 a.m., which loss upon the best knowledge and belief of insured was caused by unit 332 striking a cement post.

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 \$2,221.33, with a deductible of \$1,000.00, the full and final settlement of \$1,221.33.

NOW, THEREFORE, BE IT RESOLVED that this is the final payment on this claim and the claim is now closed. The City of Madison does accept the final settlement offer in the amount of \$1,221.33, with a deductible of \$1,000.00, final settlement from Alabama Municipal Insurance Corporation for said collision, \$1,221.33. 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 12th day of November 2024

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day November 2024

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094947281262
POLICY NUMBER
October 1, 2024
EFFECTIVE DATE

\$1,000.00
DEDUCTIBLE
Mike Gardner
AGENT

062876JW
ADJUSTER FILE NUMBER
062876JW
HOME OFFICE CLAIM NO.

To: **Alabama Municipal Insurance Corporation:**

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

YEAR	MAKE	MODEL	VEHICLE ID NO.
2020	Ford	Explorer	1FM5K8AB0LGC12855

DATE OF LOSS CAUSE A loss occurred on the 23rd day of October, 2024, about the hour of 5:45 o'clock A.M., which loss upon the best knowledge and belief of insured was caused by IV striking a cement post.

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

VALUE
(If a total loss)
WHOLE LOSS DEDUCTIBLE AMOUNT
The actual cash value of above described automobile at the time of said loss
THE ACTUAL LOSS AND DAMAGE to above described automobile was \$2,221.33
The deductible provision applicable to this loss (\$1,000.00)

SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$1,221.33

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

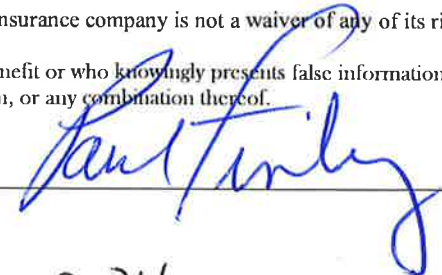
SUBROGATION The insured hereby covenants that no release has been or will be given to or settlement or compromise made with any third party who may be liable in damages to the insured; and the insured in consideration of the payment made under this policy hereby assigns and transfers to the said company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

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

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

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


Date: _____

SIGNATURE 

Witness: _____

Subscribed and sworn to before me this 30 day of October, 2024




NOTARY PUBLIC

RESOLUTION NO. 2024-402-R

A RESOLUTION AUTHORIZING THE TRANSFER OF K9 DAGGER

WHEREAS, the City of Madison, Alabama Police Department acquired K9 Dagger to assist with law enforcement efforts, including patrol and detection duties; and

WHEREAS, despite substantial efforts and resources dedicated to training, K9 Dagger has not met the specific needs and requirements of the City of Madison, Alabama Police Department; and

WHEREAS, Highland K9, LLC, located in Hanceville, AL, has agreed to assume ownership and responsibility for K9 Dagger; and

WHEREAS, transferring K9 Dagger to Highland K9, LLC, is in the best interests of both the City of Madison, Alabama and K9 Dagger, as it will allow for a fresh training environment and potentially different opportunities for K9 Dagger’s service;

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

1. **Approval of Transfer.** The City Council of the City of Madison, Alabama, hereby authorizes the transfer of K9 Dagger to Highland K9, LLC, and further approves all necessary actions to effectuate this transfer.
2. **Execution of Agreement.** The Mayor and City Attorney are authorized to prepare, finalize, and execute any necessary agreements or documents to facilitate the transfer of K9 Dagger to Highland K9, LLC, and to ensure that all City obligations regarding K9 Dagger are released upon completion of the transfer.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-401-R

A RESOLUTION APPROVING AMENDMENT # 1 TO THE CITY OF MADISON’S GENERAL CAPITAL IMPROVEMENT FUND (FUND 38); AMENDING A LIST OF SAID CAPITAL IMPROVEMENT PROJECTS TO BE FUNDED AND CONSTRUCTED OUT OF FUND 38

WHEREAS the City Council of the City of Madison, Alabama, from time to time adopts a Capital Improvement Plan to address capital needs of the City including Buildings and Facilities, Parks and Recreation, Streets, Sidewalks and Drainage Projects and updates; and

WHEREAS on September 23, 2024, the City Council of the City of Madison, Alabama, adopted Resolution No. 2024-290-R approving the budget for the General Capital Improvement Fund (Fund 38), which represents the current list of approved projects, and

WHEREAS it is the desire of the City Council of the City of Madison, Alabama, to amend the list of projects know as the *General Capital Improvement Fund (Fund 38)* to reflect current capital budget amounts;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the *General Capital Improvement Fund (Fund 38) Project Listing*, attached to this Resolution and incorporated herein by reference is hereby adopted, and that it is the intent of Council to further the list of projects herein with subsequent funding and other support.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized and directed to take all necessary actions to effectuate payments for the listed projects in accordance with the terms and conditions thereof, subject to funding availability.

READ, PASSED AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

**ATTACHMENT TO
RESOLUTION NO. 2024-401-R
CAPITAL IMPROVEMENT FUND (FUND # 38)**

Project Identifier	Description	Budget
21 024	PUMPHOUSE ROAD - STORM PIPE	\$ 680,000
22 016	HUGHES RD & PORTAL/MILL SIGNAL-ADA UPGRADE	\$ 500,000
22 022	MADISON BLVD RESURFACING	\$ 1,400,000
22 023	WALL TRIANA & GOOCH TRAFFIC SIGNAL AND SIDEWALK	\$ 850,000
22 024	MILL ROAD DITCH IMPROVEMENTS	\$ 3,000,000
22 036	HSV BROWNSFERRY & BURGEE ROUND ABOUT	\$ 1,840,000
22 038	BURGEE & HARDIMAN TRAFFIC SIGNAL	\$ 670,000
22 039	SEGGERS & MAECILLE WIDENING	\$ 2,500,000
22 040	WYATT/GILLESPIE INTERSECTION IMPROVEMENTS	\$ 550,000
23 008	ROYAL DRIVE SIGNAL	\$ 560,000
23 010	OLD MADISON PIKE & HUGHES ROAD WIDENING	\$ 1,000,000
23 011	BALCH & GOOCH ROUNDABOUT	\$ 1,800,000
23 012	BALCH & BROWNSFERRY ROUNDABOUT	\$ 250,000
23 014	MILL SIDEWALK TO TRAILHEAD	\$ 400,000
99 001	ROYAL DRIVE - CONSTRUCTION	\$ 2,000,000
99 007	HARDIMAN ROUNDABOUT	\$ 1,510,000
99 013	ANIMAL CONTROL BUILDING - CELTIC DRIVE	\$ 200,000
99 014	MAIN BUILDING - ELECTRIC WORK - CELTIC DRIVE	\$ 150,000
99 015	PALMER PARK UPGRADES	\$ 400,000
CELTIC TRAINING	TRAINING COMPLEX - CELTIC DRIVE	\$ 1,200,000
HEXAGON	HEXAGON - PUBLIC SAFETY ANNEX	\$ 5,200,000
SUNSHINE PHASE 1	SUNSHINE OAKS PHASE 1 (HORSE FARM)	\$ 550,000
THREE SPRINGS	COMMUNITY CENTER RECONSTRUCTION	\$ 11,205,460
WAYFINDING	WAYFINDING PROJECT	\$ 300,000
	TOYOTA FIELD PARKING LOT	\$ 4,000,000
	TOTAL	\$ 42,715,460

RESOLUTION NO. 2024-368-R

A RESOLUTION APPROVING AN OFF-PREMISES BEER AND WINE LICENSE FOR
BALCH ROAD SHELL, INC. D/B/A BALCH ROAD SHELL

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing an Off-Premises Beer and Wine License to **Balch Road Shell, Inc.**, doing business as **Balch Road Shell** which has applied for said license for its location at 513 Balch Road; and

WHEREAS, the Revenue Director has received written approval for the application of **Balch Road Shell, Inc.**, from the Madison Police Department, the Building Department, and Fire Departments, which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of an Off-Premises Beer and Wine License to **Balch Road Shell, Inc.**, for its 513 Balch Road location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue an Off-Premises Beer and Wine License to **Balch Road Shell, Inc.** doing business as **Balch Road Shell**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: November 4, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Balch Road Shell Inc.
DBA: Balch Road Shell
Off-Premises Beer and Wine License

Please find attached a copy of the checklist for Balch Road Shell Inc., doing business as Balch Road Shell, in regard to their application for an Off-Premises Beer and Wine License for their location at 513 Balch Road, Madison, AL.

The reason that this business is applying for an Off-Premises Beer and Wine License at this time is because the business is under new ownership.

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

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE
 OFF PREMISE
 BEER
 WINE
 LIQUOR

Owner Name: Balch Road Shell Inc.

Business Name: Balch Road Shell

Business Location: 513 Balch Road, Madison, AL 35758

Mailing Address: 513 Balch Road, Madison, AL 35758

Phone: (812) 202-3445

APPLICATION FEE:

Date Paid: 10/10/2024 Amount: \$ 100.00 Receipt #: 3446

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 10/14/2024

Background Check: Approved Disapproved

Check Completed By: Becky Renfro Title Admin Asst

Date Completed: 10-22-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 10/14/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title DBO

Date Completed: 10-28-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 10/14/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 10/28/24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 10/14/2024

Date Placed: 10/23/2024 Newspaper: Madison

Publication Fee Paid: \$ 184

Date Paid: 10/10/2024 Receipt #: 3446

Date of Public Hearing: 8/12/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

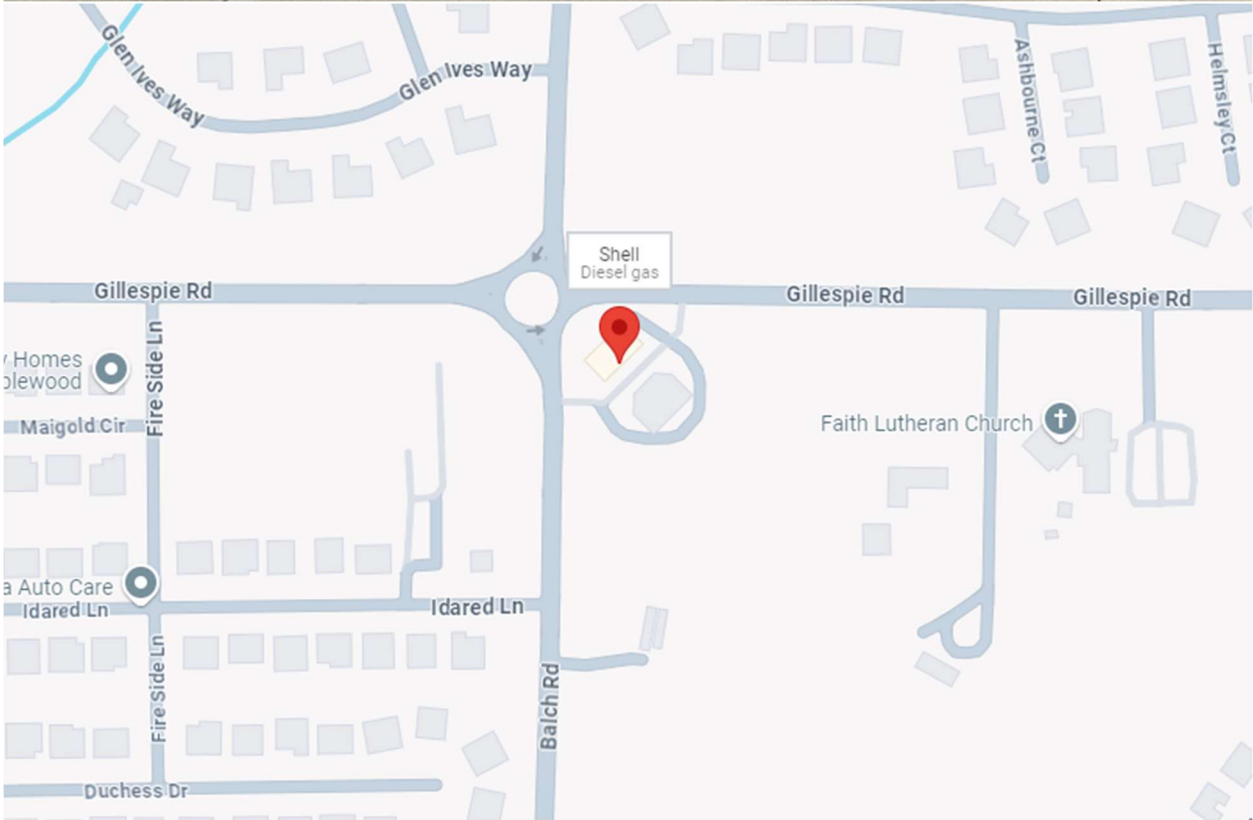
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-369-R

APPROVING A LOUNGE RETAIL LIQUOR – CLASS II LICENSE FOR BALCH ROAD SHELL, INC., D/B/A BALCH ROAD SPIRITS

WHEREAS, the Alabama Alcoholic Beverage Control Board (“ABC”) has requested the consent of the governing body of the City of Madison, Alabama, prior to issuing a Lounge Retail Liquor – Class II License to **Balch Road Shell, Inc.**, doing business as **Balch Road Spirits**, which has applied for said license for its location at 513 Balch Road, Suite A; and

WHEREAS, the Revenue Director has received written approval for the application of **Balch Road Shell, Inc.**, from the Madison Police Department, the Building Department, and the Fire Department which is required by Chapter 4 of the *Code of Ordinances, City of Madison, Alabama*.

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, the City Council hereby consents to the issuance of a Lounge Retail Liquor – Class II License to **Balch Road Shell, Inc.**, for its 513 Balch Road, Suite A, location and that the Revenue Director is authorized to forward proof of the same to the ABC; and

BE IT FURTHER RESOLVED that upon the ABC’s grant of the license, the Revenue Director is authorized to issue a Lounge Retail Liquor – Class II License to **Balch Road Shell, Inc.**, doing business as **Balch Road Spirits**.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama



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

Date: November 4, 2024

To: Mayor & City Council

From: Ivon Williams
Deputy Revenue Officer, Revenue Department

Subject: Balch Road Shell Inc.
DBA: Balch Road Spirits
Lounge Retail Liquor – Class II (Package)

Please find attached a copy of the checklist for Balch Road Shell Inc., doing business as Balch Road Spirits, regarding their application for a Lounge Retail Liquor – Class II (Package) for their location at 513 Balch Road - Suite A, Madison, AL.

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

If there are any questions, do not hesitate to call me at (256) 772-5628.



Checklist for Beer/Wine/Liquor License

ON PREMISE OFF PREMISE BEER WINE LIQUOR

Owner Name: Balch Road Shell Inc.

Business Name: Balch Road Spirits

Business Location: 513 Balch Road Suite A, Madison, AL 35758

Mailing Address: 513 Balch Road, Madison, AL 35758

Phone: (812) 202-3445

APPLICATION FEE:

Date Paid: 10/10/2024 Amount: \$ 100.00 Receipt #: 3446

Copy of Lease: Yes Incorporation Papers: Yes

POLICE DEPARTMENT APPROVAL:

Letter Sent: 10/14/2024

Background Check: Approved Disapproved

Check Completed By: Becky Henfree Title Admin Asst

Date Completed: 10-22-24

BUILDING DEPARTMENT APPROVAL:

Letter Sent: 10/14/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title BBO

Date Completed: 10-28-2024

FIRE DEPARTMENT APPROVAL:

Letter Sent: 10/14/2024

Inspection: Approved Disapproved

Inspection Completed By: [Signature] Title Inspector

Date Completed: 10/28/24

ADVERTISEMENT/DATE SET FOR PUBLIC HEARING:

Memo Sent to City Clerk On: 10/14/2024

Date Placed: 10/23/2024 Newspaper: Madison

Publication Fee Paid: \$ 184

Date Paid: 10/10/2024 Receipt #: 3446

Date of Public Hearing: 8/12/2024

Approved: Denied:

STATE ALCOHOL CONTROL BOARD LETTER:

Letter Sent: _____

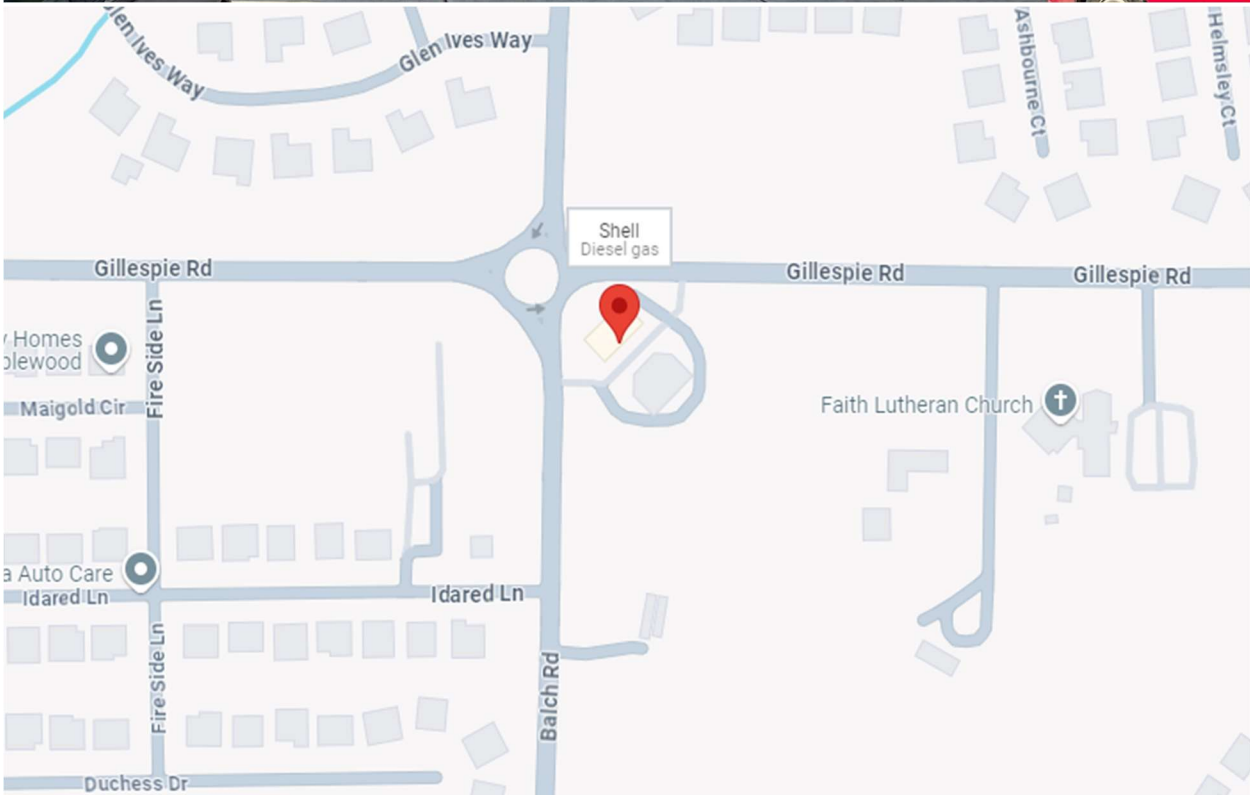
Mailed to Applicant: _____

CITY LICENSE:

Issuance Date: _____

By: _____

License #: _____



RESOLUTION NO. 2024-356-R

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES
AGREEMENT WITH OMI, 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 OMI, Inc., for professional engineering services for inclinometer installation and periodic monitoring of slope stability for the Hughes Road SE bridge slope, said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as a Proposal for Inclinometer Installation and Periodic Monitoring of Slope Stability at Hughes Road Railroad Overpass Embankment dated October 24, 2024 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 OMI, 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 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this __ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and OMI, Inc., located at 5151 Research Drive, N.W., Suite A, Huntsville, Alabama 35805, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison seeks professional engineering services in order to obtain inclinometer installation and periodic monitoring of slope stability at Hughes Road Overpass Embankment; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services, and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Installation of a third inclinometer well at the site and for instituting a program of regular inclinometer readings in order to recognize slope movements and start mitigation before the slope fails, according to the Consultant’s proposal dated October 24, 2024 ("Attachment A"), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly, timely, and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.

- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Following completion of the services, Consultant shall restore the site to its original condition.
- D. Consultant shall perform all services in accordance with the provisions of this Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **twenty-nine thousand five hundred sixty-seven dollars (\$29,567.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses, unless they are approved additional services pursuant to Section 2.E.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant, and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's standard fee schedule, set forth in Attachment B, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith, or gross negligence on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City’s acknowledgement of Consultant’s fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days’ notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION 7: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other

reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director of Engineering
100 Hughes Road
Madison, Alabama 35758*

*With a copy to:
City Attorney
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*David C. Noe, Ph.D., P.G.
OMI, Inc.
5151 Research Drive, N.W., Suite A
Huntsville, AL 35805*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

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

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

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

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

Notary Public

OMI, Inc.

Consultant

By: _____

Print: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

Given under my hand this the _____ day of November 2024.

Notary Public

October 24, 2024



City of Madison
100 Hughes Road
Madison, Alabama 35758

ATTN: Ms. Michelle Dunson

SUBJECT: Proposal for Inclinometer Installation and Periodic Monitoring of
Slope Stability at Hughes Road Railroad Overpass Embankment
Madison, Alabama
OMI Proposal No. P.8127.G.1

To Whom It May Concern:

OMI, Inc. is pleased to present this proposal for additional monitoring of the Hughes Road railroad overpass embankment slope. Preparatory to this proposal, Mr. Keith Mandel and Dr. David Noe of OMI discussed the project with Ms. Michelle Dunson and Mr. Mike Johnson of The City of Madison Engineering Department. This proposal is for the installation of a third inclinometer well at the site and for instituting a program of regular inclinometer readings in order to recognize slope movements and start mitigation before the slope fails.

PROJECT INFORMATION

In 2013, OMI was contracted to perform a geotechnical study and install two inclinometer pipes beside the northbound lane of Hughes Road, on the northeast side of the embankment to the south of the railroad overpass. The results of that initial study were included in the report for OMI Job No. 6722, January 6, 2014. OMI did not find evidence of slope failure or continued rapid movement and recommended additional monitoring of the slope. We performed additional monitoring and provided updated reports in 2016, 2019, 2021, and 2024. Small, mostly negligible slope movements were measured during the two-to-three- year monitoring intervals. The surface asphalt pavement has continued during that time, however. The current state of road deformation in that area was described in our report of September 30, 2024.

SCOPE OF SERVICES

During our meeting on October 9, 2024, we discussed the need for ongoing monitoring at the request of Ms. Dunson and Mr. Johnson. Among the items discussed were 1) the city sealing the cracks that have developed in the asphalt road surface, to inhibit water infiltration into the embankment fill; 2) OMI installing a third inclinometer away from the existing inclinometers, and 3) OMI performing regular inclinometer monitoring at two-month intervals.

We also discussed developing a plan for future mitigation of any slope movements within the embankment fills. Such mitigation is generally based on reducing driving forces or increasing resisting forces. At the Hughes Road site, besides water-infiltration reduction by sealing the pavement, there is little opportunity to modify the crest of the berm to reduce driving forces. The main mitigation option, therefore, would involve bolstering the base of the embankment to increase the resisting forces. With those considerations in mind, OMI proposes to do the following:

Install a third inclinometer at the site.

The existing inclinometers are located near the embankment crown and essentially function as a single, nested inclinometer. In terms of potential slope failure, those inclinometers are in a zone that would experience downward and/or extensional movements. Those types of movements are difficult to measure in inclinometers. There is a need to install a inclinometer lower on the embankment slope, where the horizontal, compressional, outward-pushing or uplifting elements of slope failure can be measured. If the slope is going to fail, monitoring near the toe of the slope is a must because the movements will be focused there.

OMI recommends installing a third inclinometer near the base of the slope, approximately as shown in drawing P.8127.G.1-1. A 25-ft-deep geotechnical boring would be drilled, ensuring that the inclinometer pipe extends down through the lower part of the slope fill and into the underlying, in-place residual soils. Any developing failure surface would pass across that inclinometer, which allows for optimal early warning capabilities. The pipe would be sealed to prevent groundwater inflow. It appears that, provided the city can clear small trees and brush, a tracked drill rig can access the lower slope in that area with minimal effect on the slope.



City of Madison
OMI Proposal No. P.8127.G.1
October 24, 2024
Page 3

Provide a yearly program of regular inclinometer monitoring.

The previous monitoring program was at 2-to-3-year intervals, where OMI responded to City requests for taking inclinometer readings and assessing slope movements that had occurred during that interval. The drawbacks to that approach are that it is reaction-based, and that substantive slope movements might not be detected in the early stages of failure. Such failures, if they do occur, are difficult and very costly to mitigate. OMI proposes a proactive approach, with regular inclinometer readings every two months to provide better early-warning capabilities. That way, early movements could be detected and proper mitigative strategies could be deployed, potentially without having to shut down Hughes Road at the overpass.

The readings at the (three) inclinometers would be collected and compared with earlier readings, as before. OMI would issue a letter report containing the results and interpretations, within three weeks of the readings. Six readings would be taken during a calendar year, with the activity being renewed and re-funded every year by the city. Findings of incipient slope failure may require a separate contract between the City and OMI to deal with slope-failure analyses and mitigation actions.

COST ESTIMATE AND SCHEDULE

OMI, Inc., can provide these services for a total fee of \$29,567. This would include the drilling and installation of the third inclinometer (\$5,141, including inclinometer pipe, plugs, and sealant) and the six, three-inclinometer monitoring studies for calendar year 2025 (\$24,426).

We envision that the inclinometer installation and first monitoring reading of the three inclinometers would take place in January 2025. Inclinometer readings would take place in January, March, May, July, September, and November 2025.

Other services which are required or requested will be performed in accordance with our standard Fee Schedule. Naturally, additional work will not be performed without proper authorization.



City of Madison
OMI Proposal No. P.8127.G.1
October 24, 2024
Page 4

AUTHORIZATION

To authorize OMI, Inc., to provide these services, please execute and return the attached Work Authorization Sheet or issue a purchase order. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this proposal.

* * * * *

OMI, Inc., appreciates the opportunity to provide this proposal for services to The City of Madison. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,
OMI, Inc.



David C. Noe, Ph.D., P.G.
Senior Professional Geologist

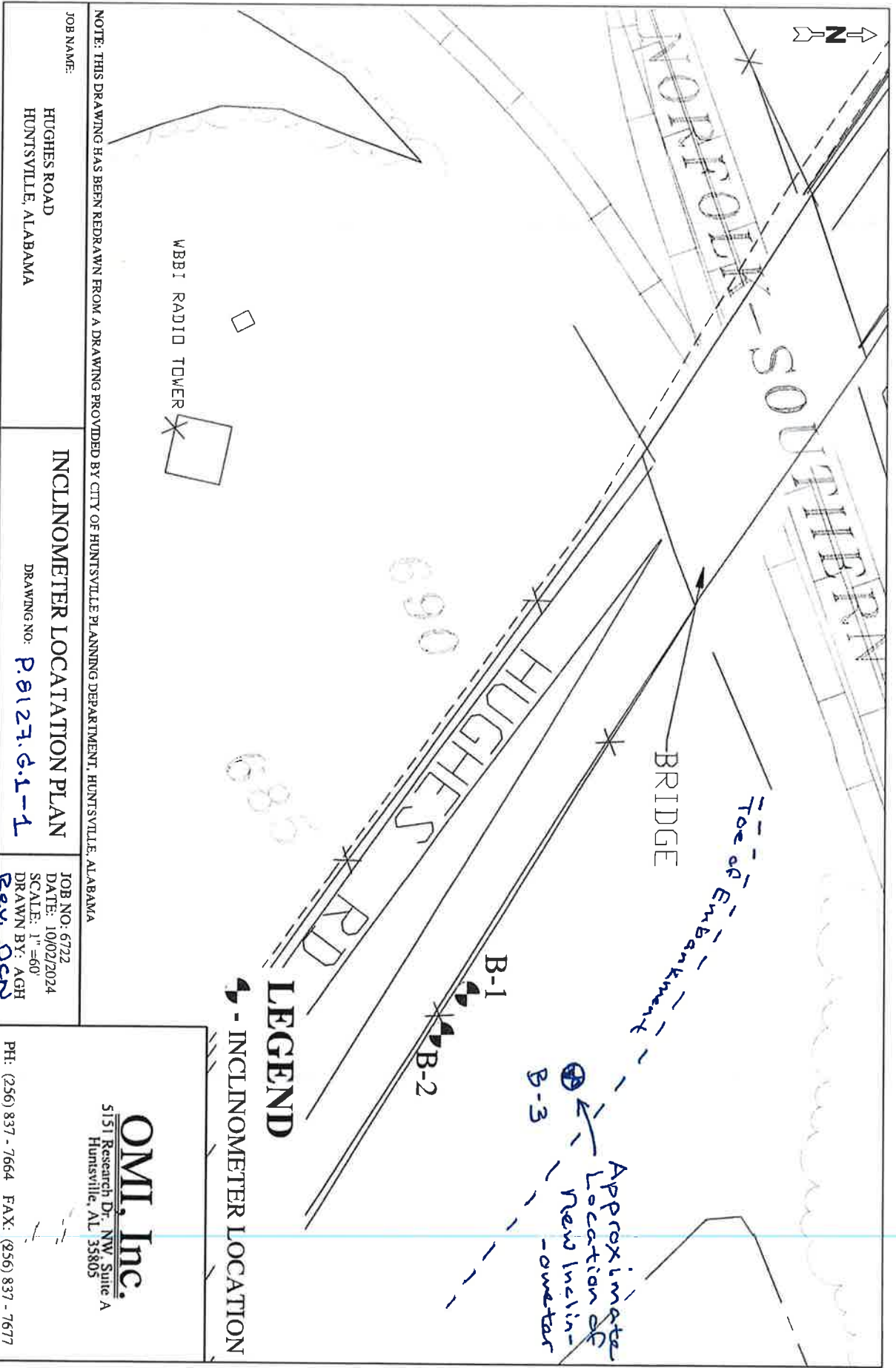


Keith J. Mandel, P.E.
Principal Engineer

Distribution via email to: michelle.dunson@madisonal.gov

- Attachments: Drawing: P.8127.G.1-1
- General Conditions
- Work Authorization Sheet
- Property Access Authorization





NOTE: THIS DRAWING HAS BEEN REDRAWN FROM A DRAWING PROVIDED BY CITY OF HUNTSVILLE PLANNING DEPARTMENT, HUNTSVILLE, ALABAMA

JOB NAME:

HUGHES ROAD
HUNTSVILLE, ALABAMA

INCLINOMETER LOCATAATION PLAN

DRAWING NO: **P.0127.0.1-1**

JOB NO: 6722
DATE: 10/02/2024
SCALE: 1"=60'
DRAWN BY: AGH
Rev: **02N**
10/24/24

LEGEND
▲ - INCLINOMETER LOCATION

OMI, Inc.
5151 Research Dr., NW, Suite A
Huntsville, AL 35805
PH: (256) 837-7664 FAX: (256) 837-7677

City of Madison
 OMI Proposal No. P.8127.G.1
 October 24, 2024
 Page 5

GENERAL CONDITIONS

INSURANCE - OMI, Inc. maintains Worker's Compensation and Employer's Liability Insurance in conformance with Alabama state law. In addition, OMI, Inc. maintains General Liability Insurance: limits of liability not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with limits of liability not less than \$1,000,000 combined single limit. A certificate of insurance can be supplied upon request showing cancellation provisions in the policy. No insurance coverage is available for hazardous materials projects. OMI also carries Professional Liability Insurance.

Cost of insurance coverage is included in the fees quoted. If additional coverage or increased limits of liability are required, OMI, Inc. will attempt to obtain the requested insurance. The Client agrees to pay an agreed fee associated with additional coverage or increased limits.

WARRANTY AND LIMITATION OF LIABILITY - The only warranty or guarantee made by OMI, Inc. for the services performed is that OMI, Inc. will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality under similar conditions. No other warranty, expressed or implied, is made or intended by this proposal for consulting services or by oral or written reports. The Client agrees to limit the liability of OMI, Inc., its officers, agents, and employees for any damage on account of any error, omission, or other professional negligence to \$50,000 or the fee, whichever is greater. OMI, Inc. will increase the limits of liability at the Client's written request and after the Client and OMI, Inc. have agreed on additional fees representing the additional insurance.

RIGHT-OF-ENTRY - Unless otherwise agreed, the Client authorizes right-of-entry onto the site for OMI, Inc. to make the planned borings, site observations, and explorations. Reasonable precautions will be taken to minimize damage to the land caused by equipment and activities, but OMI, Inc. has not included in the fee the cost of restoration or damage which may result from our operations. If the Client desires that the land be restored to its former conditions, this must be noted on the work Authorization Sheet and a fee negotiated in advance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in reports or shown on sketches are based on specific information furnished by others, or estimates made in the field by OMI, Inc., personnel. All dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the report.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client and Owner or their duly authorized representative to disclose the presence and accurate location of all known, yet obscure man-made objects, including utility lines, that are in the immediate vicinity of field tests or boring locations. OMI, Inc. makes reasonable efforts to locate utilities prior to commencement of work. Field personnel are trained to recognize clearly identifiable stakes or markings in the field, and initiate field testing, drilling, and/or sampling within a few feet of each designated location. If OMI, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or aboveground obstructions, such as utilities, special instructions will be given to the field personnel. Acceptance of this contract indicates agreement of the Client, to the extent permitted by law, to indemnify and hold harmless OMI, Inc. from all claims, suits, losses, personal injuries, death, and property liability resulting in damages to subsurface structures, owned by the Client, landowner or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed in writing, and to reimburse OMI, Inc. for expenses in connection with any such claims, or suits, including reasonable attorney's fees. However, Client is not obligated to defend, indemnify, and hold harmless OMI, Inc., in the event of sole negligence on the part of OMI, Inc. its employees, or agents.

INVOICING PROCEDURES - Invoices will be submitted on a monthly basis and charged to the account referenced on the "Work Authorization Sheet." If OMI, Inc. has proposed to perform services on a unit rate basis, the monthly invoices will be for services performed, charged at the unit rates quoted in the "Fee Schedules" of the proposal. If OMI, Inc. has proposed to perform services on a lump sum basis, the monthly invoices will be a percentage of the total lump sum, based on the percentage of the work completed each month. Client agrees to notify OMI, Inc. within 15 days of the date of the invoice, of any questions, concerns, or desired changes to the invoice.

Payment will be made for the full invoice total within 30 days of the invoice date. All unpaid balances in excess of 30 days are subject to a 1.5 percent monthly service charge (minimum charge \$15.00), compounded each additional 30 days.



City of Madison
 OMI Proposal No. P.8127.G.1
 October 24, 2024
 Page 6

GENERAL CONDITIONS (continued)

CHANGED CONDITIONS - The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner. If OMI, Inc. is required to stop operations as a result of changes in the scope of work (such as requests by the owner or requirements of third parties), additional charges will be negotiated.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of after completion of tests, and drilling samples or specimens will be disposed of upon submission of the written report. Any samples and drilling supplies regarded to contain hazardous or regulated materials will be returned to the Client or disposed of according to government regulations. Any charges associated with such disposal will be charged at cost, plus 15 percent handling fee, to the Client. Test specimens of drilling samples can be stored for a mutually acceptable charge.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - Client will notify OMI, Inc. of the existence or possible existence of hazardous materials on or near the project site, that the Client is aware of.

OMI, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. OMI, Inc., and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for OMI, Inc. to take immediate measures to protect health and safety. Client agrees to compensate OMI, Inc. for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Notwithstanding any other provision of the agreement, Client waives any claim against OMI, Inc., and to the maximum extent permitted by law, agrees to defend, indemnify, and save OMI, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. However, Client is not obligated to defend, indemnify and hold OMI, Inc. harmless in the event of gross negligence on the part of OMI, Inc., its employees or agents.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because subsurface sampling is a necessary aspect of the work which OMI, Inc. may perform on the Client's behalf, the Client waives any claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss which may arise of alleged cross-contamination caused by sampling. The Client further agrees to compensate OMI, Inc. for any time spent or expenses incurred by OMI, Inc. in defense of any such claim, in accordance with OMI, Inc. attached fee schedule and expense reimbursement policy. However, OMI, Inc. will be responsible for cross contamination caused by their sole negligence.

JOINT AND SEVERAL LIABILITY - Client agrees that it would be unfair for OMI, Inc. to be held partly or wholly responsible for damages created directly or indirectly by a hazardous condition. Accordingly, Client waives any claim against OMI, Inc. which OMI, Inc. had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, provided OMI, Inc., its employees, and agent are not negligent, Client waives any claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss arising from the condition of Client's premises. Client also agrees to compensate OMI, Inc. for any time spent and expenses incurred by OMI, Inc., in defense of any such claim, with such compensation to be based upon OMI, Inc. attached fee schedule and expense reimbursement policy.

STANDARD OF CARE - Client waives claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss that allegedly arises from the inability of OMI, Inc. to provide results superior to those normally attainable through conformance with a professional standard of care. Client further agrees to compensate OMI, Inc. for any time spent or expenses incurred by OMI, Inc. in defense of any such claim, in accordance with the fee schedule and expense reimbursement policy of OMI, Inc.



City of Madison
OMI Proposal No. P.8127.G.1
October 24, 2024
Page 7

WORK AUTHORIZATION SHEET

The Terms and Conditions of OMI Proposal No. P.8127.G.1, dated October 24, 2024, including the General Conditions, are accepted this _____ day of _____, 2024, by:

Print or Type individual, firm, or corporate body name

Signature of authorized representative

Print or Type name of authorized representative and title

PAYMENT OF CHARGES (Charge the invoice to the account of):

FIRM: _____

ADDRESS: _____

City: _____ State: _____ Zip Code: _____ Phone No. _____

ATTN: _____ TITLE: _____

APPROVAL OF CHARGES (If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice):

FIRM: _____

ADDRESS: _____

City: _____ State: _____ Zip Code: _____ Phone No. _____

ATTN: _____ TITLE: _____

PROPERTY OWNER (If other than above):

NAME: _____

ADDRESS: _____

City: _____ State: _____ Zip Code: _____ Phone No. _____

ATTN: _____ TITLE: _____

SPECIAL INSTRUCTIONS _____
EMAIL ADDRESS _____



City of Madison
OMI Proposal No. P.8127.G.1
October 24, 2024
Page 8

PROPERTY ACCESS AUTHORIZATION

PROPERTY ACCESS

Date: _____

FACILITY OWNER

Facility Name: _____

Facility Location: _____

Authorized Representative: _____

I, _____, authorize OMI, Inc., and its personnel access to the above referenced property for the purpose of conducting a Geotechnical Engineering Study and Subsurface Exploration. Furthermore, I hereby waive any claim against and hold harmless OMI, Inc. and its employees from any liability or loss which may result from the discovery and report of any adverse environmental conditions identified at the above referenced site.

Signature of authorized representative

Title





**CONSTRUCTION MATERIALS TESTING
2024 STANDARD FEE SCHEDULE**

Soil, Field Tests	Standard Rate
Field density test, nuclear gauge, 3 test min. per trip*	\$37.00 *each
Field density test, nuclear gauge, OT and weekends, 3 test min. per trip*	\$55.00 *each
Nuclear gauge rental, per day	\$56.00 each
Field density test, sand cone, drive tube	\$62.00 each
Collect bulk samples for laboratory moisture check	\$5.00 each
Collect bulk samples for laboratory tests	\$35.00 each
Moisture Content, field cook-out	\$22.00 each
Pocket Penetrometer and Static Cone Penetrometer Tests	\$4.00 each
Dynamic Cone Penetrometer Test	\$19.00 each
Soil, Lab Tests	Standard Rate
Moisture Content	\$10.00 each
Atterberg Limits, ASTM D423 and D424	\$79.00 each
Sieve analysis, ASTM D422	\$79.00 each
Wash 200 sieve, ASTM D422	\$58.00 each
Sieve and hydrometer analysis, ASTM D422	\$163.00 each
Specific gravity, ASTM D854	\$95.00 each
Unit weight, dry, undisturbed sample	\$79.00 each
Unit weight, dry, split spoon sample	\$42.00 each
Standard-or-Modified Proctor, one-point test (check plug)	\$58.00 each
Standard Proctor compaction test, ASTM D698	\$142.00 each
Modified Proctor compaction test, ASTM D1557	\$153.00 each
Organic Burnoff	\$63.00 each
PH Test	\$53.00 each
Consolidation Test, up to 10 Loads (with Rebound), ASTM D2435	\$775.00 each
Consolidation Test, w/ back pressure saturation, up to 10 Loads, ASTM D2436	\$840.00 each
Unconfined compression test, split spoon sample, ASTM D2166	\$74.00 each
Unconfined compression test, undisturbed sample	\$95.00 each
Unconfined compression test, remolded, ASTM D2166	\$116.00 each
Triaxial shear test 3 points, unconsolidated undrained	\$578.00 each
Triaxial shear test 3 points, consolidated, undrained	\$715.00 each
Triaxial shear test 3 points, consolidated, undrained, w/pore pressure	\$1,010.00 each
California bearing ratio (CBR) per moisture content ASTM D1883	\$570.00 each
Permeability test ASTM D5084, flexible wall	\$580.00 each
Permeability test ASTM D2434, rigid wall	\$370.00 each
Remolding samples to specified conditions	\$95.00 each
<p><i>Any field or lab test requiring work beyond normal business hours will be billed at an OT rate of 1.5 times the Standard Rate. Overtime is time before 7:00 a.m. and/or after 5:00 p.m. weekdays; Any work on Saturdays, Sundays, and Holidays.</i></p>	



**CONSTRUCTION MATERIALS TESTING
2024 STANDARD FEE SCHEDULE**

Asphalt, Field and Lab Tests	Standard Rate
Field Density Test, nuclear gauge (4 tests per location)	\$61.00 location
Nuclear gauge rental, per day	\$56.00 each
Cutting and measuring asphalt core samples	\$61.00 each
Measurement of Base thickness underlying asphalt	\$25.00 each
Bulk specific gravity, field cut cores (Lab)	\$31.00 each
Marshall density (Lab)	\$105.00 each
Marshall stability (Lab)	\$105.00 each
Asphalt extraction and sieve analysis (Lab)	\$127.00 each
Density and air voids of asphalt cores (Lab)	\$67.00 each
Theoretical Maximum Specific Gravity, Gs (Lab)	\$73.00 each
Miscellaneous	Standard Rate
Trip Charge, Huntsville/Madison (15 miles from office or less)	\$56.00 trip
Trip Charge, Huntsville/Madison (15 to 30 miles from office)	\$100.00 trip
Trip Charge (Fayetteville, Scottsboro, Decatur, Athens, Guntersville, & Arab)	\$165.00 trip
Trip Charge, Other Areas (personnel travel time plus mileage cost)*	varies *
*Mileage rate, when applicable	\$1.05 mile
Proof Roll, (soil and base stone)	\$200.00 each
Footing Inspection, (test for bearing capacity)	\$165.00 each
Rebar Inspection, (reinforcing steel)	\$165.00 each
Bolt inspection -OR- Visual weld inspection of structural steel accessible with scissor lift, ladder, or existing scaffolding	\$375.00 each
Bolt torque wrench rental	\$50.00 day
Concrete/Asphalt coring machine and equipment rental	\$121.00 day
Electric generator rental	\$89.00 day
Spray Applied Fireproofing - Thickness and Adhesion Test	\$94.00 each
Spray Applied Fireproofing - Density Test (Includes filed sample collection)	\$105.00 each
Personnel Rates	Standard Rate
Engineering Technician I	\$64.00 hourly
Engineering Technician II	\$71.00 hourly
Senior Engineering Technician	\$78.00 hourly
Construction Project Manager	\$120.00 hourly
Staff Professional I	\$115.00 hourly
Staff Professional II	\$125.00 hourly
Project Professional I	\$140.00 hourly
Project Professional II	\$150.00 hourly
Senior Project Professional I	\$170.00 hourly
Senior Project Professional II	\$220.00 hourly
Senior Consultant/Principal	\$250.00 hourly
Technical Principal	\$285.00 hourly
Project Administrator	\$72.00 hourly
CAD/GIS Technician I	\$70.00 hourly
CAD/GIS Technician II	\$100.00 hourly
<i>Personnel, Tests, Trips and Inspections requested beyond normal business hours will be billed at an OT rate of 1.5 times the Standard Rate. Overtime is time before 7:00 a.m. and/or after 5:00 p.m. weekdays; any work on Saturdays, Sundays, Holidays.</i>	
<i>*Minimum trip charge by all personnel = 2 hours.</i>	



**CONSTRUCTION MATERIALS TESTING
2024 STANDARD FEE SCHEDULE**

NPDES Services	Standard Rate
Preparation and Submittal of eNOI to ADEM (permit application)	\$550.00 each
Preparation of CBMPP (non-priority site)	\$1,900.00 each
Preparation and submittal of CBMPP to ADEM (priority site)	\$2,400.00 each
Pre-construction Observation/Inspection	\$420.00 each
Qualifying Rain Event/Monthly BMP inspection (less than 30 miles from OMI)	\$240.00 each
Qualifying Rain Event/Monthly BMP inspection (30-50 miles from OMI)	\$290.00 each
Six (6) Month QCP CBMPP Evaluation (non-priority)	\$552.00 each
Three (3) Month QCP CBMPP Evaluation (priority)	\$552.00 each
Minor Update to CBMPP (if required)	\$552.00 each
Preparation and Submittal of Notice of Termination (NOT)	\$450.00 each
Permit Modification or Transfer	\$400.00 min each
Permit Application Fee to ADEM, cost plus 20% (If OMI pays fee for Permittee)	\$1,662.00 each
Concrete	Standard Rate
Concrete cylinders, sample, cast, pick-up, cure, test & report	\$220.50 set (4)
Concrete cylinders, sample, cast, pick-up, cure, test & report	\$255.00 set (5)
Concrete cylinders, sample, cast, pick-up, cure, test & report	\$290.00 set (6)
Additional cylinders (field or lab cured), sample, cast, pick-up, test & report	\$33.00 each
Concrete Beams, flexural, cast, pick-up, cure, test & report	\$290.00 set (4)
Grout cubes (ASTM C-1019), sample, cast, pick-up, cure, cap, test & report	\$245.00 set (4)
Mortar cubes, 2-in. (ASTM C33, C40) sample, cast, pick-up, cure, test & report	\$270.00 set (6)
Slump test	\$15.00 each
Pressure Air test	\$25.00 each
Unit Weight test	\$24.25 each
OMI pick-up of concrete cylinders/beams/prisms/cubes, made by client (per set)	\$43.00 each
Concrete cylinders, beams, prisms, cubes, made by client, cure, test & report (each)	\$44.00 each
Concrete cores, diamond bit rental, per day	\$77.25 each
Concrete cores, compressive strength: cure, prepare, test & report	\$44.00 each
Rebar locator	\$145.00 day
Rebound hammer (Swiss Hammer/ Schmidt Hammer)	\$88.00 day
Floor Flatness and Levelness (10K ft ² minimum per project)	\$0.14 ft ²
Organic Impurities Test (ASTM C33, C40)	\$67.25 each
Moisture Vapor Emission Test, calcium chloride method (includes alkalinity)	\$67.25 each
CMU Individual Block Testing (ASTM C140) (includes absorption testing)	\$337.50 each
CMU Block Prism Testing (ASTM C1314)	\$460.00 each
Concrete Mix Design, includes aggregate gradations & specific gravities	\$1,710.00 each
Mix Design Verification, cylinders submitted by client	\$605.00 set (5)
Concrete Equipment Rental	\$55.25 day
Environmental/Disposal Fee	\$8.00 cyl
<i>Any field test requiring work beyond normal business hours will be billed at an OT rate of 1.5 times the Standard Rate. Overtime is time before 7:00 a.m. and/or after 5:00 p.m. weekdays; Any work on Saturdays, Sundays and Holidays</i>	









P.8127.G.1 Hughes Rd Slope Monitoring 102424

Final Audit Report

2024-10-24

Created:	2024-10-24
By:	Sandra Rodriguez (srodriguez@omi-eng.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhweD3n9mUNzujrf6yLYx1U2dqXj-U-r8

"P.8127.G.1 Hughes Rd Slope Monitoring 102424" History

-  Document created by Sandra Rodriguez (srodriguez@omi-eng.com)
2024-10-24 - 9:35:40 PM GMT
-  Document emailed to Dave Noe (dnoe@omi-eng.com) for signature
2024-10-24 - 9:35:45 PM GMT
-  Email viewed by Dave Noe (dnoe@omi-eng.com)
2024-10-24 - 9:40:46 PM GMT
-  Document e-signed by Dave Noe (dnoe@omi-eng.com)
Signature Date: 2024-10-24 - 9:43:29 PM GMT - Time Source: server
-  Document emailed to Keith Mandel (kmandel@omi-eng.com) for signature
2024-10-24 - 9:43:31 PM GMT
-  Email viewed by Keith Mandel (kmandel@omi-eng.com)
2024-10-24 - 9:46:29 PM GMT
-  Document e-signed by Keith Mandel (kmandel@omi-eng.com)
Signature Date: 2024-10-24 - 9:46:44 PM GMT - Time Source: server
-  Agreement completed.
2024-10-24 - 9:46:44 PM GMT

RESOLUTION NO. 2024-362-R

**RESOLUTION TO AWARD BID NO. 2024-012-ITB
FOR TRAFFIC SIGNAL INSTALLATION AT
HARDIMAN ROAD AND BURGREN ROAD INTERSECTION**

WHEREAS, in accordance with Alabama’s Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2024-012-ITB for Traffic Signal Installation to be located at the intersection of Hardiman and Burgreen Roads (herein “the Project”); and

WHEREAS all sealed Bids were timely submitted, opened, and read on or about October 30, 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff has informed the City Council that **TEMPLE J ELECTRIC, LLC**, is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

WHEREAS, the appropriate City representatives have requested that they be authorized to issue notification of intention to award the contract for the Project to said Bidder upon the satisfaction of all conditions precedent, and that, upon the satisfaction of such terms, the Mayor shall be deemed authorized to execute all appropriate contracts and documents with **TEMPLE J ELECTRIC, LLC**, on behalf of the City;

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

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

SECTION 2. That award of this Project is hereby made to **TEMPLE J ELECTRIC, LLC**, as the lowest responsible, responsive bidder in the Bid amount of **three hundred eleven thousand three hundred seventeen dollars (\$311,317.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council’s approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall then be deemed authorized to issue notification to **TEMPLE J ELECTRIC, LLC**, of the City’s intention to award and are also authorized to

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

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

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

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

READ, PASSED, AND ADOPTED this 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama



2024-012-ITB / Traffic Signal Installation – Hardiman Road & Burgreen Road
Issued October 9, 2024

BID TABULATION

BIDDER NAME	Temple J Electric	Shoals Electric Company	Stansell Electric Company
GENERAL CONTRACTOR'S NUMBER ON ENVELOPE	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y
BID BOND	Y	Y	Y
GENERAL CONTRACTOR'S LICENSE	Y	Y	Y
CERTIFICATE OF INSURANCE	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y
ACKNOWLEDGED ADDENDUM #1 AND #2	Y	Y	Y
TOTAL BASE BID	\$311,317.00	\$325,210.00	\$386,710.00

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

Alicia Walden

Alicia Walden
 Administrative Planning and Bidding Coordinator

Sworn to and subscribed before me this 30th day of October, 2024.

Jennifer Jones
 Notary Public



City of Madison, Alabama

Bid Number: 2024-012-ITB

Project: Traffic Signal Installation – Hardiman Road & Burgreen Road

Issued: October 9, 2024



BIDDER PRICING SHEET

BIDDER NAME: Temple J Electric

ADDRESS: 519 Diversey St.

CITY/STATE/ZIP: Rainbow City, AL 35906

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	TRAFFIC SIGNAL AND INTERSECTION SITE WORK	1	LS	\$286,107.00	\$286,107.00
2	POLICE OFFICER (AS NEEDED)	6	HR	\$35.00	\$210.00
3	CONTINGENCY	1		\$25,000.00	\$25,000.00
TOTAL PROJECT COST:					\$ 311, 317.00

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

10/30/2024
 Date


 Signature of Authorized Representative

RESOLUTION NO. 2024-367-R

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH CROY ENGINEERING, LLC

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Croy Engineering, LLC, for professional civil engineering services for the design of Project No. 25-005, the Browns Ferry Road and Sullivan Street Intersection Improvements Project, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the extension or cancellation of the 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 Croy Engineering, 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 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Croy Engineering, LLC, located at 603 Madison Street, SE, Huntsville, Alabama 35801, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional engineering design services for the intersection improvements project planned for the intersection of Wall Triana Highway (Sullivan Street) and Browns Ferry Road; and

WHEREAS, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

WHEREAS, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION 1: SCOPE OF WORK

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City: Professional engineering services, said services to be administered according to Consultant’s proposal dated November 1, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.
- B. Consultant shall thoroughly and proficiently perform all services using reasonable diligence and exercising the best judgment, care, and skill ordinarily used by similar persons providing the same or similar services under the same or similar circumstances.
- C. Consultant shall furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement.
- D. Consultant shall perform all services in accordance with the provisions of this

Agreement and shall be solely responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.

- E. Throughout the term of this Agreement, Consultant shall provide City reasonable and meaningful access via telephone and e-mail to Consultant's principals for the purpose of fulfilling the contracted-for deliverables.
- F. Any and all information provided to Consultant by City, of the type normally available for the proposed services, which has been prepared by or for others (including, but not limited to, the City, the State of Alabama, and various federal agencies) will be considered "best available information" and thus appropriate and sufficient for the services proposed herein. Consultant will not develop such original information unless specifically included in the attachments incorporated in Section 1.A.

SECTION 2: EXPENSE STRUCTURE; OPTIONAL SERVICES & FEES

- A. The total compensation for services rendered by Consultant pursuant to Section 1.A. shall be an amount not to exceed **eighty-eight thousand five hundred fifty dollars (\$88,550.00)**, payable on a monthly basis as services are rendered and invoiced to City. Consultant is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.
- B. All fees and expenses related to Consultant's performance are included in the total compensation set forth in Section 2.A., and Consultant shall not be compensated for any other expenses.
- C. All taxes applicable to the payments made to Consultant hereunder shall be the sole responsibility, obligation, and liability of Consultant.
- D. Payment of compensation as set forth in Section 2.A. vests complete and irrevocable ownership in the City of all paid-for deliverables created by Consultant and City shall be perpetually vested with full usage rights of the same.
- E. In the event that Consultant determines that additional services are necessary, Consultant shall notify the City with reasonable promptness and explain the facts and circumstances giving rise to the need. Consultant shall not proceed to provide any additional services until Consultant receives written authorization of City. Any additional services will be performed according to the Consultant's fee schedule, set forth in Attachment A, and shall be subject to the budgetary restrictions of the City's duly-adopted budget for the then-current fiscal year.

SECTION 3: INDEMNIFICATION & INSURANCE

A. Indemnification: Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from negligent performance of professional services on the part of Consultant or its individual employees, officials, agents and representatives in the course of Consultant providing services pursuant to the instant Agreement.

To the extent allowed by law, City agrees to hold harmless and indemnify Consultant from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses resulting from willful malfeasance, bad faith or gross negligence on the part of City or its individual employees, officials, agents and representatives in the course of receiving services from Consultant pursuant to the instant Agreement.

B. Insurance: Consultant further agrees to maintain and keep in full force and effect at all times during the term of this Agreement and any extensions thereof the following insurance policies for the duration of this agreement: Commercial General Liability Insurance, including officers, agents, and employees with per-project policy limits of not less than two million dollars (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage; automobile liability covering owned and rented vehicles operated by Consultant with policy limits of not less than one million dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage; two million dollars (\$2,000,000.00) Products/Completed Operations Aggregate; one million dollars (\$1,000,000.00) Personal and Advertising Injury limits combined single limit or equivalent; one million dollars (\$1,000,000.00) workers' compensation; and one million dollars (\$1,000,000.00) Umbrella/Excess Liability Insurance. The Contractor shall name the City and its employees, agents, and servants as additional insureds in said policies and shall provide endorsements evidencing such coverage upon City's request. In addition, Consultant shall carry professional liability insurance covering Consultants negligent acts, errors, and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

All insurance policies as required of the Consultant 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 City within ten (10) days of the effective date of this Agreement. Each insurance policy and certificate shall provide, in effect, that the policy may not be cancelled or non-renewed 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 10. Consultant's insurance shall provide primary coverage as relates to other insurance carried by the City.

SECTION 4: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party

finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the latter signature shall be the date the Agreement comes into effect. This Agreement shall expire upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein.

SECTION 5: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment only for services rendered as of the date of termination, and City shall be entitled to receive only that work product created by Consultant as of the date of termination.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION 9: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly

authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION 10: NOTICES

All notices to City shall be addressed to:

*City Engineer
City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758*

With a copy to:

*City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, AL 35758*

All notices to Consultant shall be addressed to:

*Houston Matthews, P.E.
Regional Manager
Croy Engineering, LLC
603 Madison Street, SE
Huntsville, AL 35801*

SECTION 11: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.
- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

City of Madison, Alabama,
a municipal corporation

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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

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

Notary Public

**Croy Engineering, LLC
Consultant**

By: _____

Printed: _____

Its: _____

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of Croy Engineering, LLC, is signed to the foregoing instrument and who is, or was made, 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 said entity.

Given under my hand this the _____ day of November 2024.

Notary Public



November 1, 2024

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

Re: Proposal for Professional Engineering Services
Wall Triana Highway (Sullivan Street) and Browns Ferry Road Intersection
Improvements

Dear Mr. Johnson:

Croy Engineering would like to thank you for the opportunity to provide this proposal for professional services on the above-referenced project. We propose to provide the following:

1. Surveying Services
2. Geotechnical Engineering Services
3. Design Phase Services
4. Permitting Services

A more detailed project-specific Scope of Services and our fees are attached and identified as Exhibit "A". If the proposal is acceptable, please provide written authorization to proceed and a standard agreement for professional services for our signature.

Again, we thank you for the opportunity to work with you on this project. If you have any questions or if you need any additional information, please contact us.

Sincerely,
Croy Engineering

A handwritten signature in blue ink that reads "Houston Matthews".

Houston Matthews, P.E.
Regional Manager

Attachments

- Exhibit "A" Scope of Services
- Exhibit "B" Standard Rate Table

Cc: File



Exhibit "A"

Project Name

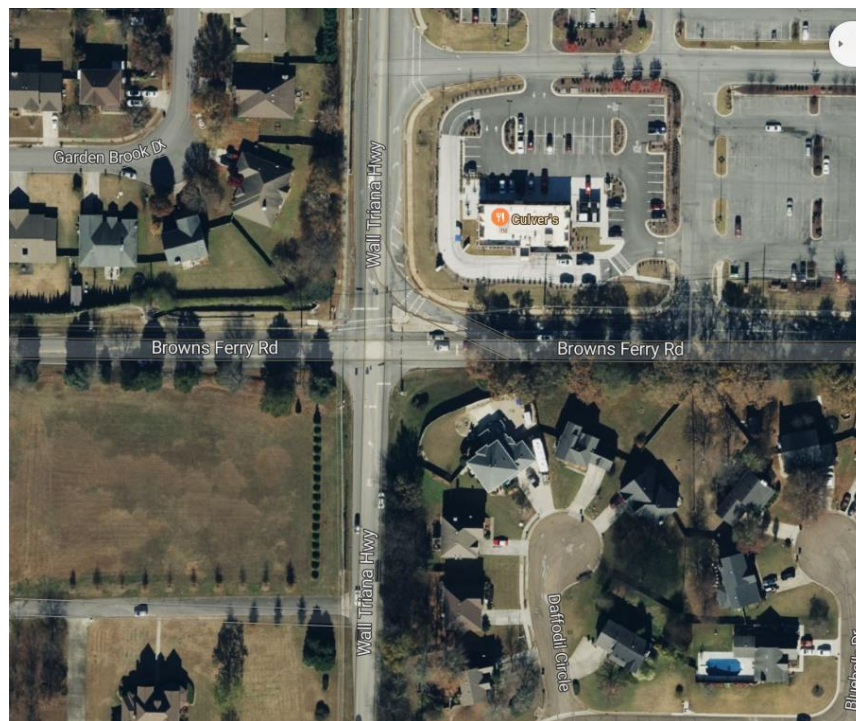
Proposed Scope of Services

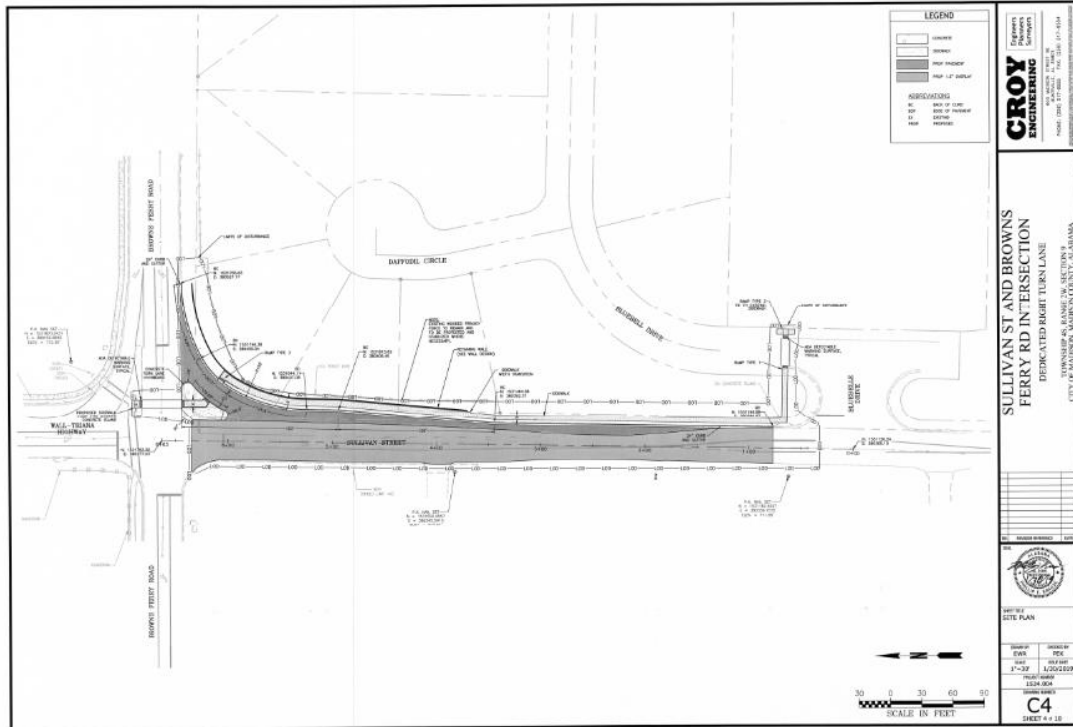
Croy Engineering, LLC proposed scope of services is presented in the following elements:

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

I. PROJECT DESCRIPTION

Croy previously designed an intersection improvement project at the intersection of Wall Triana Highway (Sullivan Street) and Browns Ferry Road. The project included a new turn lane and pedestrian safety improvements. The project location and previous project layout is shown below for reference. The Client desires to update the construction plans and construct the proposed project.





II. SCOPE OF SERVICES

Surveying Services

Croy will utilize a subconsultant (Halliburton Surveying and Mapping) to perform the described surveying services. The survey limits are as indicated below:



The subconsultant will perform a topographic survey with right-of-way ties based on current deed records per the Madison County Tax Assessor. Underground utility locations will be based on observed evidence, plans as submitted by authorities, or Client, and an AL811 locate request. Excavation of existing utilities is provided under separate task and will be coordinated with the performance of surveying services to collect exposed locations. Tract sketches for proposed ROW or easement acquisition will be provided, including legal descriptions, and are limited to five (5) tracts. Surveying services excludes title research.



Geotechnical Engineering Services

Croy will utilize a subconsultant (GTEC) to perform the geotechnical engineering services described in the attached proposal.

Design Phase Services

Schematic Design Phase

Croy will incorporate previous design layout with collected survey field data and prepare a schematic plan set for the Client's review.

Design Development Phase

Based on the accepted Schematic Design drawings the Design Development (DD) Phase will represent roughly 60% project completion. A set of plans containing the following design and information will be included. Significant revisions to the Scope of the project during Design Development may result in additional services for the Final Design Phase.

1. **Cover Sheet:** Includes sheet index and identifies the name, location, and Client of the Site and/or project. Appropriate permitting information may be also required on the cover sheet.
2. **Existing Conditions:** Based on the survey, we will prepare an existing conditions plan. Some municipalities require a copy of the signed and sealed survey.
3. **Site Plan:** Develop a defined Site Plan based on the Client's furnished preliminary architectural designs. Additionally, a preliminary Site Plan will be created based upon the Client's requirements and our understanding of the proposed project.
4. **Grading and Earthwork:** We will prepare grading plan(s) based on the existing conditions plan, design development site plan, and geotechnical engineer's reports. We will begin preliminary earthwork calculations that will be computed based on the existing and proposed contours as shown in our AutoCAD design files. Earthwork volumes generated by this method will be used as a part of our design to balance the cut and fill when possible. Croy Engineering makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.
5. **Storm Drainage System Design:** We will begin laying out the storm drainage system, including culverts, inlets, pipes, etc., based on preliminary grading.
6. **Signal Plan:** We will indicate the preliminary location of new traffic signal poles and equipment.
7. **Construction Details:** We will begin including pertinent typical civil construction details and local permitting agency details. Signal pole foundations will be included.
8. **Meetings and Coordination:** We will coordinate with the Owner design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.



9. Temporary Traffic Control Plan: Croy will prepare a temporary traffic control plan relative to the anticipated impact of construction activity to pedestrian and vehicular traffic.

Final Construction Documents Phase

The Final Construction Documents Phase represents 100% project completion and preparation for submittal to Client.

1. Site Demolition Plan: We will prepare a basic site demolition plan. This plan is provided to indicate the general intent of the required demolition. Additional demolition and coordination may be required by the Client and/or Contractor.
2. Site Plan(s): Includes the proposed layout of the project with the appropriate dimensions and coordinates for proper construction of the project. The site plan will depict the layout of the proposed building(s), parking, roads, and other site features. Appropriate dimensions and coordinates will be indicated on the plan for the proper layout and construction of project.
3. ROW Plan: We will include a general layout of existing and required right-of-limits or utility easements.
4. Grading Plan(s): Includes existing and proposed grade elevations, finish floor elevations, and spot elevations where appropriate for construction, which shall be based on geotechnical reports if the Client has provided such subsurface investigations. Earthwork calculations will be computed based on the existing and proposed contours as shown in our AutoCAD design files. Earthwork volumes generated by this method will be used as a part of our design to approximate a balanced cut and fill site design when possible. Croy Engineering makes no warranty that all project sites will have a balanced earthwork volume. We will not make adjustments for topsoil, shrinkage, and rock.
5. Storm Drainage System Design: The storm drainage system, including culverts, inlets, pipes, or other structures will be designed for the storm frequency required by the local permitting and other pertinent design parameters in accordance with applicable codes and ordinances. The storm drainage design, computations, and other computer program output may be included on the plans as a Pipe Chart.
6. Storm Drainage Profiles: We will provide design profiles for the proposed storm drain pipes. The profiles will include hydraulic grade lines per the storm drainage design as required by the local agency, as well as utility crossings. A pipe chart will be shown on the profile sheet indicating storm flows and hydraulic grade line elevations.
7. Traffic Signal Plan: We will provide a final traffic signal plan for new traffic signals and other related infrastructure.
8. Construction Details: Final typical civil construction details and local permitting agency details. Signal pole foundations will be included.
9. Opinion of Probable Construction Cost: We will prepare a summary of quantities and opinion of probable construction cost for construction items applicable to the project.



10. Erosion and Sediment Control BMP Design: We will provide the Erosion, Sedimentation and Pollution Control Design and Plans in accordance with State of Alabama requirements for Best Management Practices (BMP) and the NPDES General Permit. NPDES permitting is excluded.
11. Erosion Control Details: Details of BMPs for all phases of construction.
12. Meetings and Coordination: We will coordinate with the Owner design requirements, permitting, and schedule. Project coordination includes electronic transfer of information, including drawings and other pertinent or requested information, to design and construction team members.
13. Temporary Traffic Control Plan: Croy will prepare a temporary traffic control plan relative to the anticipated impact of construction activity to pedestrian and vehicular traffic.
14. Typical Sections: Croy will prepare typical details of typical roadway cross sections, as applicable.

Permitting Services

Croy will prepare a NPDES Construction Stormwater Notice of Intent for submittal and approval by the Alabama Department of Environmental Management. The Client will sign as Responsible Official and pay all application or permit fees applicable. Croy will be available to assist in a permit transfer, as needed by the Client.

III. ASSUMPTIONS

The following is a list of assumptions related to the noted proposal:

- Client will appoint a single point of contact for coordination purposes.
- Permit fees to be paid by the owner.
- No off-site utility design or relocation design required.
- Permitting services not required or requested.
- Bid phase servs not required or requested.
- Construction phase services not required or requested.

IV. ADDITIONAL SERVICES

Services that are not included but may be provided by Croy as an additional service include:

- Site lighting design
- Offsite infrastructure improvement designs and permitting
- Public meeting attendance
- Preparation of renderings for public presentation
- Preparation of traffic studies related to the site or adjacent roadways
- Preparation of Contract Documents suitable for the client to obtain contractor's bid prices for construction of the initial site preparation.
- Bidding and award services
- Construction administration services
- Field construction stake-out surveying
- As-built surveying or other additional services provided as requested at an hourly rate.



- Materials testing services
- Environmental services
- Value engineering design services
- Assistance with bid protests and rebidding
- NPDES permit inspections

V. TIME OF PERFORMANCE

Subject to your authorization, we are available to begin services within 4 weeks. Client initiated revisions to the project layout or program after our services commence may require an adjustment in fee and schedule.

VI. OWNER’S RESPONSIBILITIES

The Client is responsible for:

- Review documents and respond to questions in a timely manner.
- Provide project requirements and system data as required. Changes after Croy commences services may require a change in fee and additional time to complete.

VII. DELIVERABLES

We will provide the following:

- ROW and Topographic Survey
- Geotechnical Engineering Report
- Construction Plans
- Opinion of Probable Construction Cost
- ROW or Easement Acquisition Track Sketches and Legal Descriptions

VIII. COMPENSATION

Our fee schedule for the project is shown below.

Description	Fee Type	Fee
Surveying Services	Lump Sum	\$20,520
Geotechnical Engineering Services	Lump Sum	\$23,905
Design Phase Services	Lump Sum	\$42,530
Permitting Services	Time and Materials	\$1,595
TOTAL FEE		\$88,550



Exhibit "B"

Croy Engineering Standard Rate Table

Billing Title	Billing Rate	Billing Title	Billing Rate
1 Man SUE	\$180.00	Field Representative 5	\$130.00
1 Man Survey Crew	\$150.00	Field Representative 6	\$145.00
2 Man SUE	\$250.00	Principal	\$300.00
2 Man Survey Crew	\$225.00	Project Coordinator 1	\$100.00
3 Man Survey Crew	\$250.00	Project Coordinator 2	\$120.00
Administration 1	\$50.00	Project Manager	\$140.00
Administration 2	\$65.00	ROW Agent 1	\$90.00
Administration 3	\$85.00	ROW Agent 2	\$110.00
Administration 4	\$110.00	ROW Agent 3	\$135.00
CADD 1	\$50.00	ROW Agent 4	\$145.00
CADD 2	\$55.00	Senior Principal	\$350.00
CADD 3	\$65.00	Senior Professional 1	\$160.00
CADD 4	\$75.00	Senior Professional 2	\$185.00
Designer 1	\$100.00	Senior Professional 3	\$200.00
Designer 2	\$110.00	Senior Professional 4	\$230.00
Designer 3	\$120.00	Senior Professional 5	\$250.00
Engineer/Surveyor 1	\$115.00	Senior Professional 6	\$275.00
Engineer/Surveyor 2	\$135.00	Senior Professional 7	\$285.00
Engineer/Surveyor 3	\$140.00	Senior Project Manager 1	\$175.00
Engineer/Surveyor 4	\$150.00	Senior Project Manager 2	\$195.00
Engineer/Surveyor 5	\$165.00	Senior Project Manager 3	\$235.00
Engineer/Surveyor 6	\$225.00	Survey Crew Member 1	\$120.00
Engineering/Surveying Manager	\$260.00	Survey Crew Member 2	\$125.00
Field Representative 1	\$90.00	Technician 1	\$80.00
Field Representative 2	\$100.00	Technician 2	\$85.00
Field Representative 3	\$110.00	Technician 3	\$90.00
Field Representative 4	\$120.00	Technician 4	\$95.00



October 21, 2024

Croy Engineering, LLC
603 Madison Street
Huntsville, Alabama 35801

ATTN: Mr. Houston Matthews, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study
Browns Ferry Rd. and Sullivan St.
Madison, Alabama
GTEC Proposal No. P-00457

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Madison, Alabama. Project information was provided by Mr. Houston Matthews with Croy Engineering, LLC (Croy) via email on October 9, 2024. This proposal describes the site and presents a planned scope of services, fee, and anticipated schedule.

PROJECT INFORMATION

GTEC, LLC understands the City of Madison is planning improvements for the Sullivan Street and Browns Ferry Road intersection located in Madison, Alabama. We understand project plans include adding two double mast arms at the intersection and a dedicated right turn lane from Sullivan Street onto Browns Ferry Road. We understand the new lane will have an approximate length of 400 feet. We understand a modular block gravity retaining wall will be constructed on the southeast corner of the Sullivan Street and Browns Ferry Road intersection with an approximate length of 330 feet. Based on the existing site grades we estimate the retaining wall to range in height from approximately 4 to 8 feet tall. Our study does not include improvements to Wall Triana Highway on the north side of the intersection or Browns Ferry Road. The intersection currently contains overhead traffic lights and overhead utilities are located along the north side of Browns Ferry Road and the west side of Sullivan Street. We understand that Alabama Department of Transportation (ALDOT) funding will not be used for this project, and, therefore, our reports will not be reviewed by ALDOT.

Croy provided GTEC with a *Subsurface Exploration and Geotechnical Engineering Study* by OMI, Inc. and dated October 30, 2018. The subsurface data from that study will be used to supplement this study.



SCOPE OF SERVICES

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

Traffic Control

GTEC will provide traffic control during field operations to close one lane of traffic on Sullivan Street and Browns Ferry Road and use flaggers to direct traffic.

Subsurface Utility Engineering (SUE) Study

GTEC will assist in providing a SUE study for relevant underground utilities in the project area. This study will be coordinated with Croy design efforts to determine where underground utilities should be located. We will contact Alabama One Call prior to the performance of our field services. Vacuum excavation will be performed where the underground utilities are marked by Alabama One Call personnel to attempt to expose the top of the buried utilities so that the locations may be surveyed by Croy.

Asphalt Coring

GTEC proposes to collect one (1) asphalt core from the existing street and measure the underlying base thickness to record the total thickness of the existing pavement section.

GTEC will visually observe and record the pavement areas for pavement distress such as cracks, potholes, and oxidation. Photographic documentation of the distresses will also be performed during the visual survey.

Geotechnical Drilling

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

At the proposed signal pole locations, GTEC proposes to explore the subsurface conditions with two (2) soil test borings during this study. Each boring will be advanced to a depth of 20 feet or refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Relatively undisturbed thin-walled tube samples will be collected at select intervals in accordance with ASTM D1587. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

Additionally, GTEC proposes to explore the subsurface conditions with two (2) hand auger borings during this study in the proposed pavement areas. Each boring will be excavated to a depth of 2 feet or refusal, whichever occurs first, for collection of soil samples. Continuous



Dynamic Cone penetrometer (DCP) testing will be performed in accordance with ASTM D6951 (Dynamic Cone Penetrometer in Shallow Pavement Applications) to a depth of 5 feet below the ground surface at each hand auger boring. Upon completion, subsurface water will be measured and recorded in each test pit, and the test pit will be backfilled with soil cuttings.

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

- Natural Moisture Content (Soil), ASTM D2216
- Atterberg Limits, ASTM D4318
- Unconfined Compressive Strength of Soil, ASTM D2166

Engineering Evaluation and Report

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

- Our understanding of the planned project,
- A summary of existing site conditions, site geology, and topography,
- Records of observed distresses for existing pavement,
- Records of field tests outlining the materials encountered at the test locations,
- Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
- Pavement thickness and milling recommendations,
- Recommendations for signal pole foundations, including axial capacity and L-Pile parameters,
- Recommendations for retaining wall foundations, including bearing capacity,
- Recommendations for retaining wall design, including lateral earth pressures and skin friction for retaining walls, and
- Groundwater concerns, if encountered.

Retaining Wall Design

If modular block gravity retaining walls are used for project walls, GTEC proposes to provide design cross sections and construction details in PDF format. Croy will provide the retaining wall location, grading, and profiles with proposed grades at the top and bottom of the wall. Once design cross sections are reviewed, drawings will be placed on Croy title block to incorporate into the construction plan set.

CLIENT RESPONSIBILITIES

To assist with fulfilling our proposed scope of services, GTEC requests the following:



- Plans and Specifications: GTEC has been provided project drawings including *Sullivan Street and Browns Ferry Road Intersection Dedicated Right Turn Lane Site Plan* Drawing Number C4 issued on 01/30/2019. GTEC requests the client send current and updated drawings as the project progresses. Documents should include as much information as possible including, but not limited to, dimensions, site layout, survey data, structural loadings, and grading plans.
- Retaining Wall Profiles: Croy will provide retaining wall profiles as described above for our retaining wall design.
- Utilities: GTEC requests the client send current site utility drawings as updated during current surveying efforts.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of \$21,325.00. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of services. Final reports will be issued within four to six weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

AUTHORIZATION

Should this proposal meet your objectives, we understand Croy Engineering, LLC will issue a Professional Services Agreement for Subconsultant to GTEC, LLC. The proposed lump sum fee is contingent upon the following invoicing terms.

INVOICING

GTEC shall prepare invoices in accordance with its standard invoicing practices. GTEC shall submit its invoices to Croy on a monthly basis by the 15th of the month. Invoices are due and payable within 90 days of receipt. Payment will be credited first to any interest owed to GTEC and then to principal. If Croy fails to make any payment due GTEC for services and expenses within 90 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 ninetieth day; and
2. GTEC may, after giving seven days written notice to Croy, suspend services under this Agreement until Croy has paid in full all amounts due for services, expenses, and other related charges. Croy waives any and all claims against GTEC for any such suspension.

If Croy disputes an invoice, either as to amount or entitlement, then Croy 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.



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
Lori E. McCafferty, E.I.
Staff Engineer

Rachel T. Finch
Rachel T. Finch P.E.
Senior Engineer



Halliburton Surveying & Mapping, Inc.

Charles Troy Halliburton
Professional Land Surveyor
256-503-4639 Phone
thalliburton@gohsm.com

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
412 Governors Dr SW
Huntsville, AL 35801

October 28, 2024

Attention: Mr. Houston Matthews, PE
Croy Engineering, LLC.
603 Madison Street
Huntsville, AL 35801

Reference: Right-of-Way Survey at Wall Triana and Browns Ferry Road Intersection
Madison, Alabama

Mr. Matthews:

As requested, please find the enclosed proposal for professional services associated with land surveying the rights-of-way of Browns Ferry Road and Wall Triana Highway intersection.

Feel free to contact me should you have any questions and/or comments. Thanks again for the opportunity.

Best regards,

Halliburton Surveying & Mapping, Inc.



C. Troy Halliburton, P.L.S.

CEO

ATTACHMENT A

SCOPE OF SERVICE:

TASK 1

1. Topographic Survey shall depict and include the following information:
 - a. Survey limits as per Attachment C hereof and shown in magenta color
 - b. Rights-of-way line ties as evidenced in current deeds of record and monumented on the ground
 - c. Create a 40-foot (+/-) topo survey grid.
 - d. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, paint striping, fences, ditches and rip rap.
 - e. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - f. Location of all observed utilities as evidence from onsite evidence, an 811 utility locate ticket and utility maps as submitted by utility authorities.
 - g. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
2. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
3. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83).

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client has secured right-of-entry to subject properties and adjoining property to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- Title Commitment and all supporting documents to be submitted to surveyor (including all recorded deeds/plats/easements, etc.).
- Deliverable shall include an AutoCAD file, signed digital file and hard-copies sent to one location, if requested.

BASE SCOPE EXCLUSIONS:

The following items are not included in the Scope of Services:

- Signing any client or 3rd party contract agreements.
- Postage/Mailing Fees (if required)
- Subdivision or Resubdivision Mapping and Platting of any kind

- Construction Layout/Staking & As-Built Surveys
- Safety orientations, orientations and/or any other similar items that hinders free access to/from site during normal business hours as needed to perform the work in accordance.
- FEMA Elevation Certificates, LOMR, LOMR-F, etc.
- Rezoning, variance, vacation requests, or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Location of any underground utilities in excess of the scope of services defined hereof.
- Formal boundary survey(s)
- Any Title and/or public records research or review in excess of the current deeds of record as referenced in the Madison County Alabama Tax Assessors Office.
- Updating or revising the survey due to revised plans or similar matters.
- Any activities not associated within the Scope of Services as defined herein above.

BASE SCOPE SCHEDULE:

1. Surveyor is expected to being work within approximately one (1) to two (2) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
 - a. Boundary and Topographic Survey
 - i. Estimated Draft – 5-6 weeks from receipt of notice to proceed
 - ii. Estimated Final – 1 week after issuing Draft
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

TASK 2

1. Legal Description and Exhibit of right-of-way acquisition tracts associated with the project

ATTACHMENT B

FEE SCHEDULE

Client shall compensate Surveyor for services rendered in accordance with the following:

- **TASK 1 FIXED FEE - \$11,900.00**
- **TASK 2 FIXED FEE - \$1,300.00/TRACT**

Any additional Services requested and not listed in scope of services shall be subject to an Hourly Fee Schedule and reimbursable expenses. The rates are defined as follows:

<i>Principal Land Surveyor</i>	<i>\$200 / hour</i>
<i>Senior Project Manager</i>	<i>\$170 / hour</i>
<i>Project Manager</i>	<i>\$150 / hour</i>
<i>Project Land Surveyor</i>	<i>\$135 / hour</i>
<i>Assistant Project Manager.....</i>	<i>\$130 / hour</i>
<i>Land Surveyor-in-Training (LSIT).....</i>	<i>\$115 / hour</i>
<i>Survey CAD Technician.....</i>	<i>\$105 / hour</i>
<i>Drone & Laser Scanning Software Processor....</i>	<i>\$150 / hour</i>
<i>Intern/Co-op</i>	<i>\$80 / hour</i>
<i>Administrative or Courier</i>	<i>\$75 / hour</i>
<i>*1-Man Field Survey Crew</i>	<i>\$155 / hour</i>
<i>*2-Man Field Survey Crew.....</i>	<i>\$190 / hour</i>
<i>*3-Man Field Survey Crew.....</i>	<i>\$225 / hour</i>
<i>Private Utility Locating.....</i>	<i>\$1,100 / half day (minimum)</i>
<i>Survey-grade aerial LiDAR sensor.....</i>	<i>\$3,700 / half day (minimum)</i>
<i>**Terrestrial Laser Scanning</i>	<i>\$1,500/ half day (minimum)</i>
<i>***1 arc second accuracy total station.....</i>	<i>\$27 / hour</i>
<i>****Multi-Constellation GPS Base & Rover....</i>	<i>\$28 / hour</i>
<i>Printing Black & White (11" x 17").....</i>	<i>\$0.90 / sheet</i>
<i>Printing Black & White (24" x 36").....</i>	<i>\$3.90 / sheet</i>

**Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.*

***Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.*

****Utilization of a 1" accuracy total station is an additional fee to any labor category*

*****Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category*

Note: Additional project reimbursable expenditures will be cost of item + 10%.

Note: Any services provided after December 31, 2025 are subject to a 3.5% yearly escalation.

ATTACHMENT

C

BROWN

FERRY

ROAD

WALL TRIANA HWY

Z



RESOLUTION NO. 2024-223-R**A RESOLUTION AUTHORIZING AN AGREEMENT WITH MADISON COUNTY FOR THE PROVISION OF FEDERAL FUNDING FOR THE PUBLIC SAFETY ANNEX RENOVATION PROJECT**

WHEREAS, Madison County received a Coronavirus State and Local Fiscal Recovery Fund award under the American Rescue Plan Act (“ARPA”) from the U.S. Department of the Treasury, and the Madison County Commission (“Commission”) has allocated up to five hundred thousand dollars (\$500,000.00) of its ARPA revenue replacement funds to the City of Madison; and

WHEREAS, the City of Madison is undertaking to renovate a building to serve as its Public Safety Annex building for the purpose of improving the delivery of public safety services to City and County residents residing both within and without the Recipient’s municipal limits (the “Project”); and

WHEREAS, the County has determined that contracting with the Recipient to provide funding to assist in the construction costs associated with the Project is in the public interest and will promote beneficial development of the delivery of public safety services in the county and has proposed an Agreement for the Provision of Funding for the Public Safety Annex Renovation (the “Agreement”); and

WHEREAS, the City has received bids for the Project and intends to award a bid for the Project to Dunlap Contracting, Inc., and to complete the Project in accordance with the terms and timeline set forth in the Agreement;

BE IT RESOLVED that the Mayor is authorized and directed to execute the Agreement on behalf of the City, said agreement to be substantially similar in purpose, intent, and composition to the document attached hereto and identified as “Agreement for the Provision of Funding for the Public Safety Annex Renovation,” 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 construction milestones have been achieved, City staff are hereby authorized to forward necessary certifications to the County in the manner authorized by the Agreement in order to receive and apply the ARPA funds to the Project.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November, 2024.

John D. Seifert, II
City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November, 2024.

Paul Finley, Mayor
City of Madison, Alabama

**AGREEMENT
BETWEEN
MADISON COUNTY, ALABAMA
AND
CITY OF MADISON, ALABAMA,
a municipal corporation,
FOR
THE PROVISION OF FUNDING FOR THE
PUBLIC SAFETY ANNEX RENOVATION**

**American Rescue Plan Act Revenue Replacement Funding
to Support the Delivery of Government Services to County Residents**

THIS AGREEMENT (“Agreement”) is entered into by and between **MADISON COUNTY, ALABAMA** (the “County”), and **CITY OF MADISON, ALABAMA, a municipal corporation** (the “Recipient”) (collectively, the “Parties”).

WHEREAS, the County received a Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) award under the American Rescue Plan Act (“ARPA funds”) from the U.S. Department of the Treasury (“Treasury”); and

WHEREAS, under the final rule issued by Treasury on January 6, 2022 (the “Final Rule”), the County duly designated a standard allowance of \$10,000,000.00 of its ARPA funds as revenue replacement funds (“ARPA revenue replacement funds”); and

WHEREAS, the Final Rule clarified that ARPA revenue replacement funds may be used to provide government services and encouraged recipients, like the County, to use these funds for investments that serve the needs of their communities and build a stronger and more equitable recovery from the pandemic, see Coronavirus State and Local Fiscal Recovery Funds, Final Rule: Frequently Asked Questions, No. 3.2; and

WHEREAS, Ala. Code § 11-1-10 authorizes the County to contract with the Recipient “for the purpose of receiving or acquiring ... services ... and all other benefits deemed for the public interest in the promotion of industrial, agricultural, recreational or any other beneficial development”; and

WHEREAS, the Recipient is undertaking to renovate a building to serve as its Public Safety Annex building for the purpose of improving the delivery of public safety services to county residents residing both within and without the Recipient’s municipal limits (the “Project”); and

WHEREAS, the County has determined that contracting with the Recipient to provide funding to assist in the construction costs associated with the Project is for the public interest and will promote beneficial development of the delivery of public safety services in the county; and

WHEREAS, the Madison County Commission (“Commission”) has allocated up to five hundred thousand dollars (\$500,000.00) of its ARPA revenue replacement funds to fund the Project; and

WHEREAS, the Parties desire to enter into an agreement setting forth the terms and conditions governing the appropriation of these funds by the Commission and their use by the Recipient.

NOW, THEREFORE, it is agreed between the Parties as follows:

I. PROJECT SCOPE

A. Purpose and Goal of the Agreement

The purpose of this Agreement is to improve the delivery of public safety services to county residents residing both within and without the Recipient's municipal limits by providing funding for the renovation of the Recipient's Public Safety Annex building.

B. Scope of Work

1. The Recipient will be responsible for providing all personnel, materials, construction resources, and services necessary to satisfy the purpose and meet the goal(s) of this Agreement as set forth in **Section I.A.** and described in **Attachment 1**. Furthermore, the Recipient shall do so in a manner satisfactory to the County and consistent with any local, state, or federal law, rule, regulation, standard, or policy which is applicable as a result of its entering into this Agreement.
2. Further, for all work related to the Project, Recipient hereby specifically agrees to comply with procurement requirements imposed by federal and state law, including the competitive bid requirements found in Alabama's Public Works Law at Ala. Code § 39-2-1, *et seq.*, and shall document compliance with these requirements in the reports required under **Section I.F.** of this Agreement.
3. **Recipient further agrees that funds available pursuant to this Agreement shall be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project and shall certify the same in conjunction with the reports required under Section I.F. and requests for payment as provided in Section III.B.**

C. Standards and Licensing

The Recipient warrants that all work to be provided in the implementation of the Project shall be completed by properly licensed and/or certified persons and/or business entities which have been thoroughly vetted by Recipient and deemed to be qualified to fully and successfully perform the work required of them in a professional manner and consistent with all applicable industry standards.

D. Staffing

The Recipient shall ensure adequate and appropriate staffing is allocated to each activity necessary for the completion of the Project. Any changes in the key personnel assigned or their general responsibilities under the Project are subject to the prior approval of the County.

E. Period of Performance

The period of performance for this Agreement shall commence on the date it is finally and fully executed by the Parties and shall terminate at 11:59 p.m. on December 31, 2025. The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Recipient remains responsible for carrying out the approved activities. At a minimum, all activities must comply with the following benchmark dates of performance as outlined by Treasury:

1. All funds provided for the Project pursuant to this Agreement must be obligated no later than December 31, 2024;
2. All funds provided for the Project pursuant to this Agreement must be expended no later than December 31, 2026;
3. Project costs incurred prior to March 3, 2021, are ineligible for funding under this Agreement;
4. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

F. Reporting by the Recipient and Oversight by the County

1. For Project contracts that were awarded by the Recipient prior to execution of this Agreement that the Recipient expects to submit to the County for payment from ARPA funds, the Recipient must first submit evidence establishing that its procurement processes for the Project fully followed all applicable local, state, and federal laws, regulations, standards, and policies, including, but not limited to, the state provisions found in the Public Works Law at Ala. Code § 39-2-1, *et seq.*, and the federal provisions set forth in **Section I.B.** of this Agreement. Submission of such evidence by the Recipient and approval by the County of the processes employed shall be a condition precedent to the effectiveness of this Agreement.
2. For Project contracts expected to be awarded following the execution of this Agreement that the Recipient expects to submit to the County for payment from ARPA funds, evidence of current procurement process compliance must be submitted for review and approval prior to the award of such contracts.
3. The Recipient shall provide monthly reports to the County detailing Project progress; offering an accounting of the Recipient's expenditures of ARPA revenue replacement funds; and providing an update on the percentage of Project completion as of the date the report is submitted. Each report must contain a certification by the Recipient that the associated costs set forth in the report were used to provide specific materials and/or services for the benefit of the public and that they were not expended for any ineligible use as defined by Treasury. Each report shall also include a certification as required by **Section I.B.3.**
4. Any Request for Payment must also include a statement of Project completion percentage as of the time the request is submitted and shall be certified for accuracy by a licensed engineer or architect on behalf of the Recipient. See **Section III.**

5. The Recipient must inform the County, as soon as practical, of all issues or potential delays in the completion of the Project, as well as plans to mitigate these delays.
6. The Recipient must accommodate any request by the County to visit or inspect the Project site if at least forty-eight (48) hours' notice is given.
7. Reports must be provided using the form included herein as **Attachment 2** and shall be due no later than the following dates at the County's close of business:

Reporting Coverage Period	Due Date
December 1, 2024 – December 31, 2024	January 21, 2025
January 1, 2025 – January 31, 2025	February 21, 2025
February 1, 2025 – February 28, 2025	March 21, 2025
March 1, 2025 – March 30, 2025	April 21, 2025
April 1, 2025 – April 30, 2025	May 21, 2025
May 1, 2025 – May 31, 2025	June 20, 2025
June 1, 2025 – June 30, 2025	July 21, 2025
July 1, 2025 – July 31, 2025	August 21, 2025
August 1, 2025 – August 31, 2025	September 22, 2025
September 1, 2025 – September 30, 2025	October 21, 2025
October 1, 2025 – October 31, 2025	November 21, 2025
November 1, 2025 – November 30, 2025	December 22, 2025
December 1, 2025 – December 31, 2025	January 21, 2026

G. Eligibility of Expenditures

1. Recipient shall expend funds received pursuant to this Agreement solely to satisfy the purpose and goals set forth in **Section I** of this Agreement.
2. In no event shall the funds be expended:
 - a. For any purpose other than support of the public purpose identified in this Agreement;
 - b. For special deposits into pension funds, retirement accounts, or rainy-day funds;
 - c. To offset a reduction in net tax revenue, if applicable;
 - d. As reimbursement for costs or damages covered by insurance;
 - e. For expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
 - f. As matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
 - g. For legal settlements;
 - h. For severance pay;
 - i. To pay debt service on a loan or other debt instrument;
 - j. To support lobbying activities;
 - k. To support gatherings primarily supporting entertainment functions; or

- I. In a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

II. PROJECT BUDGET

The estimated budget for the Project is set forth in **Attachment 1**. However, the County may require a more detailed budget breakdown, and the Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County. Any amendments to the budget for the Project must be approved in writing by both the County and the Recipient.

III. DISBURSAL OF FUNDS

A. Contract Limits

1. The County agrees to make available to the Recipient ARPA revenue replacement funds in an aggregate amount not to exceed **five hundred thousand dollars (\$500,000.00)** to cover budgeted costs as specified in **Section II** and **Attachment 1**.
2. Without exception, all Project costs, including any overages, which exceed the contract limit set forth above shall be covered by the Recipient.
3. At no time and under no circumstances shall County cumulatively expend more than **five hundred thousand dollars (\$500,000.00)** under this Agreement.

B. Disbursement Process

1. Funds will be provided based upon the County's receipt and review of original, eligible invoices properly submitted by the Recipient.
2. Funds will be disbursed by the County directly to the Recipient upon its submission of a Request for Payment using **Attachment 3** and providing the following in support thereof:
 - a. Documentation establishing proper, legal procurement of the materials, work, and/or service;
 - b. Certification by a licensed engineer/architect on behalf of the Recipient as to the percentage of the Project completed as of the date of the form's submission;
 - c. Timely submitted progress reports as provided in **Section I.F.**;
 - d. Proof of the Recipient's payment to the appropriate contractor for any prior invoices submitted to and paid by the County; and
 - e. A certification as required by **Section I.B.3**.
3. Requests for Partial Payment will be paid no more frequently than once per month.
4. Retainage of five percent (5%) will be held by County from each Request for Partial Payment until the satisfactory completion of the Project.
5. Recipient's Request for Final Payment shall be made using **Attachment 3** and shall be sent to the County in the amount of the cumulative retainage, along with a

certification of satisfactory completion of the Project and proof of payment by the Recipient of the final invoices relating thereto or, alternatively, copies of final invoices relating to the completion of the Project. The Request for Final Payment shall also be accompanied by proof of publication of the Notice of Completion of the Project as required by Ala. Code § 39-1-1, as well as proof that all previous payments have been remitted to the appropriate contractor/vendor.

- 6. County reserves the right to withhold, delay, or reclaim any portion or the entirety of the funds disbursed according to this Section for failure of Recipient to perform in accordance with the terms of this Agreement or to comply with the reporting requirements or any other provisions set forth herein.

IV. NOTICES

Unless otherwise modified by subsequent written amendment to this Agreement, notices required by this Agreement shall be in writing and delivered via certified mail, sufficient postage prepaid, to the party representatives set forth below. Any notice delivered or sent in this manner shall be deemed effective on the date of delivery.

<p><u>FOR THE COUNTY:</u></p> <p>Jennifer Gordon, ARPA Project Monitor Madison County Commission 100 Northside Square 7th Floor Huntsville, AL 35801 (256) 532-3782 jgordon@madisoncountyal.gov</p>	<p><u>FOR THE RECIPIENT:</u></p> <p>Steve Smith City of Madison 100 Hughes Road Madison, AL 35756 (256) 752-5602 Steve.Smith@madisonal.gov</p>
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V. GENERAL CONDITIONS

A. General Compliance

All activities conducted by the Recipient that are funded in whole or in part by monies received pursuant to this Agreement must follow all local, state, and federal laws, rules, regulations, standards, and policies made applicable to County through the terms and conditions of its ARPA award. A non-exclusive list of such regulations identified by Treasury is included in **Attachment 4** and hereby made a part of this Agreement as if fully set forth herein.

The Recipient agrees to comply with all applicable provisions listed in **Attachment 4** and to include such provisions in any agreements used to procure performance of any portion of the work required to complete the Project. Further, the Recipient agrees that it will comply with all other applicable local, state, and federal laws, rules, regulations, standards, and policies governing the funds provided under this Agreement, including, without limitation, the Alabama Public Works Law codified at Ala. Code § 39-1-1, *et seq.*

B. Independent Contractor

Nothing contained in this Agreement is intended to create or establish, and shall not be construed in any manner as creating or establishing, the relationship of employer/employee between the Parties. The Recipient shall at all times remain an "independent contractor" with respect to the performance of obligations under this Agreement.

C. Prohibition on Recipient Acting as an Agent of the Commission

This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest any authority in the Recipient to act on behalf of the Commission. Furthermore, this Agreement hereby expressly forbids any action or behavior that would have any tendency to create an actual or implied agency relationship between the Parties.

D. Conflict of Interest

1. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer, or agent of the Recipient shall participate in the selection, award, or administration of a contract supported by funds provided pursuant to this Agreement if a conflict of interest, actual or implied, would be created.
3. No individual contemplated by the terms of **Section V.D.1.** who exercises or who has exercised any functions or responsibilities with respect to ARPA-assisted activities, or who is in a position to participate in a decision-making process or to gain inside information with regard to the Project may obtain a financial interest in any contract or in any way possess, maintain, or control a financial interest in any contract, subcontract, or agreement with respect to the Project or with respect to any proceeds from the Project. Such prohibition applies equally to the covered person and to those with whom he or she has business or immediate family ties and shall have a duration extending through their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Recipient, or any designated public agency.

E. Hold Harmless

To the extent allowed by law, the Recipient shall hold harmless, defend, and fully indemnify the County and its Commissioners, departments, employees, supervisors, insurers, agents, representatives, and attorneys (for purposes of this section, collectively referred to as the "Commission") from any and all claims, demands, notices, violations, findings, actions, judgments, or orders of whatsoever kind or character that may arise out of the Recipient's performance or nonperformance under this Agreement or services supported or facilitated thereby, or any matter or activities encompassed in or anticipated by this Agreement, including, without limitation, attorney fees and other legal expenses and costs incurred as a result of the County enforcing, defending, or complying with this

Agreement or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.

F. Insurance and Bonding

The Recipient shall provide the County with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars (\$1,000,000.00), such certificate to name the County and the Commission as additional insureds.

G. Liability

The Recipient agrees to repay to the County an amount equal to the amount of funds, plus accrued interest, expended pursuant to this Agreement if the County determines the Recipient's agents or assigns have spent ARPA funds in a manner that violates this Agreement and/or any local, state, or federal law, rule, regulation, standard, or policy governing the use of the provided funds. This provision shall be in addition to, and shall not be deemed to waive, any rights or remedies of the County under applicable law.

H. Amendments

The Parties may amend this Agreement at any time provided that each amendment makes specific reference to this Agreement; is executed in writing; is signed by a duly authorized representative of each of the Parties; and is approved in its final amended form by the Commission. Any amendment shall neither invalidate this Agreement nor relieve or release either party from its obligations hereunder.

The County may, in its discretion and with thirty (30) days written notice to the City, amend this Agreement to conform with local, state, and federal laws, rules, regulations, standards, and policies; available funding amounts; or for other reasons deemed necessary and appropriate by the Commission.

I. Assignment

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Any consent to assignment shall not be considered consent to any subsequent assignment.

J. Contracts/Subcontracts

1. Following the execution of this Agreement, the Recipient shall not enter into any contracts or subcontracts with any entity or individual in the performance of this Agreement without the approval of the County's Legal Department.
2. All contracts and subcontracts awarded for work on the Project shall incorporate the applicable terms and conditions of this Agreement, including, without limitation, all applicable provisions of **Attachment 6**. Additionally, the completion and submission by any contractor, subcontractor, or vendor of the certifications included in **Attachment 7** shall be a pre-condition to the award of any subcontracts for work on the Project.

K. Eligibility to Receive Federal Funds

1. By entering into this Agreement, the Recipient certifies that it is eligible to receive federal funds.
2. Throughout the term of this Agreement, the Recipient must remain eligible to receive federal funds. If at any time the Recipient receives notice, or otherwise should reasonably know, that it has been debarred or suspended from receiving federal funds, the Recipient must notify the Commission in writing of the same within five (5) days of its initial notice.

L. Nondiscriminatory Provision of Services

As a condition precedent to effectiveness of this Agreement, the Recipient shall have adopted and implemented a non-discrimination policy applicable to both its business operations and its services and activities relating to this Agreement. The Recipient will ensure that any of its services and activities supported by the funds provided pursuant to this Agreement will be available to all members of the general public regardless of race, age, sex, religion, or disability.

M. Suspension or Termination

1. The County may suspend or terminate this Agreement if the Recipient fails to materially comply with any of its terms or conditions, including, but not limited to, the following:
 - a. Failure to comply with any of the local, state, or federal laws, rules, regulations, standards, or policies referred to herein or which are made applicable at any time;
 - b. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of any funds provided under this Agreement;
 - d. Submission by the Recipient to the County of a report that is incorrect or incomplete in any material respect; or
 - e. Recipient being suspended or debarred from receiving federal funds consistent with 2 C.F.R. Part 180.

In the event the Agreement is terminated pursuant to this paragraph 1., the Recipient shall reimburse the County for any amounts already paid pursuant to this Agreement.

2. This Agreement may also be terminated upon mutual agreement of the Parties.
3. This Agreement may also be terminated by either the County or the Recipient, in whole or in part, by setting forth the reasons for such termination; the effective date; and, in the case of partial termination, the portion to be terminated. In the event partial termination is proposed by either party, if the County determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the County may terminate the Agreement in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Accounting and Record Keeping

1. The Recipient shall establish and maintain separate accounting measures and financial records tracking its receipt and expenditure of funds made available to it under this Agreement.
2. The Recipient shall separately maintain all records pertinent to the Project and the activities to be funded under this Agreement. Such records shall include, but not be limited to:
 - a. Reports and supporting documentation submitted pursuant to **Section I.F.** of this Agreement;
 - b. Records documenting compliance with federal non-discrimination policies;
 - c. Financial records relating to this Agreement, including invoices and supporting materials as provided in **Section III** of this Agreement; and
 - d. Documentation demonstrating compliance with competitive bidding requirements for construction projects under federal and state law.
3. The Recipient shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.
4. All of Recipient's records pertaining to any matters covered by this Agreement shall be made available to the County, the State of Alabama Department of Examiners of Public Accounts, or authorized representative of either entity at any time during normal business hours and as often as deemed necessary by the County to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within thirty (30) days after receipt of notice of deficiency by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or recoupment of funds previously distributed to the Recipient.

B. Procurement

As a prerequisite for payment for any materials, resources, services, or work provided pursuant to this Agreement, the Recipient is solely responsible for ensuring proper competitive procurements under the Alabama Public Works Law, Ala. Code § 39-1-1, *et seq.* (1975). The Recipient shall demonstrate and keep records of compliance with competitive bidding requirements for public works projects, as well as any procurement requirements of the Recipient's organization or agency.

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

IX. WAIVER

The County's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement, inclusive of the seven (7) attachments listed below which are hereby incorporated by reference as if fully set out herein, constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the Recipient with respect to the Project and funds made the subject of this Agreement. The documents attached hereto which shall be considered part of this Agreement are:

Attachment 1 Scope of Project, Budget, Funding Sources, and Schedule of Activities

Attachment 2 Project Activities and Expenditure Report

Attachment 3 Request for Payment

Attachment 4 Terms and Conditions for Award of ARPA Revenue Replacement Funds

Attachment 5 Certificate of Compliance with Ala. Code § 41-16-5 (Boycott Certificate)

Attachment 6 Terms and Conditions for Contractors and Subcontractors

Attachment 7 Certifications for Contractors and Subcontractors

- Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act
- Certificate of Compliance with 31 U.S.C. § 1352 (Anti-Lobbying--Byrd Amendment)
- Certificate of Compliance with Ala. Code § 41-16-5 (Boycott Certificate)
- Certificate of Compliance with Act No. 2023-409 (Economic Boycott Certificate)

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES TO FOLLOW**

IN WITNESS WHEREOF, the County and the Recipient have caused this Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Agreement.

MADISON COUNTY, ALABAMA

ATTEST:

By: _____
Mac McCutcheon, Commission Chairman

Date: _____

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____

Its: _____

Date: _____

ATTACHMENT 1**SCOPE OF PROJECT, BUDGET, FUNDING SOURCES, AND SCHEDULE OF ACTIVITIES****A. Purpose and Scope of Project**

The purpose of this Agreement is to improve the delivery of public safety services to county residents residing both within and without the Recipient's municipal limits by providing funding for the renovation of the Recipient's Public Safety Annex building (the "Project").

The full scope of the Project is for the County to make available to the Recipient in accordance with the procedures set forth in Section III of the Agreement up to five hundred thousand dollars (\$500,000.00) from its ARPA revenue replacement funds to support and facilitate renovation of the Public Safety Annex building. Following the execution of this Agreement, funding made available pursuant to this Agreement is to be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project.

B. Project Budget and Funding Sources**1. Estimated Budget for the Project:**

Construction Costs and Contingency Allowance	\$5,994,371.08
Engineering and Design	\$450,000.00
Construction Inspection	\$0 (in-house)
Total Project Costs:	\$6,444,371.08
Total Costs Covered Under this Agreement:	\$500,000

Final costs will be determined following the completion of a competitive bidding process consistent with applicable federal and state laws.

2. As of the date of the Agreement, in addition to the funding committed pursuant to this Agreement, the Recipient has secured the following financial assistance for the Project from the listed sources: City of Madison Fund 38 & City of Madison ARPA Funding
3. It is hereby duly noted by the Parties that all references in this Agreement to "the Project" incorporate no more than the work and materials necessary for the renovation of the Public Safety Annex building. Further, "the Project" incorporates no reference to any other projects contracted or undertaken by the Recipient either currently or in the future.

C. Staffing (Including Designation of Key Personnel)

1. For the County

Point of Contact	Key Personnel
Jennifer Gordon ARPA Project Monitor 100 Northside Square Huntsville, AL 35801 256.532.3782 jgordon@madisoncountyal.gov	Tanya Watson Grant Manager 100 Northside Square Huntsville, AL 35801 256-532-3694 TWatson@madisoncountyal.gov

2. For the Recipient

Point of Contact	Key Personnel
Steve Smith City of Madison 100 Hughes Road Madison, AL 35756 (256) 752-5602 Steve.Smith@madisonal.gov	Megan Zingarelli City Attorney City of Madison 100 Hughes Road Madison , AL 35758 (256) 772-5681 Megan.zingarelli@madisonal.gov

3. Project contractors (including design professionals):

INSERT LIST OF PROFESSIONALS AND CONTRACTORS ENGAGED THUS FAR FOR THE PROJECT, IF ANY:

Nola VanPeurseem Architects, PC

The Recipient shall procure a contractor following a competitive, sealed bidding process consistent with applicable federal and state procurement requirements. This Attachment shall be updated to identify the Project contractor engaged as a result of that process and any other contractors, subcontractors, and/or vendors providing materials, resources, or services in fulfillment of the Project’s purpose, goal, and scope.

D. Project Schedule and Milestones

1. Subject to the terms and conditions set forth in **Section I.E.**, all work under this Agreement must be obligated by December 31, 2024, and all funds expended completed by December 31, 2025, except as modified by amendment to the Agreement in accordance with the provisions

of **Section V.H**; provided however that any modifications are consistent with the provisions of **Section I.E**.

2. Project Schedule

Phase of Project	Target Date
Bid Opening	November 6, 2024
Award of Bid	November 12, 2024
Contract Fully Executed	TBD
Construction Begins	TBD
Construction Ends	TBD
Project Completed/Turned Over	TBD

3. Milestones

Identified Milestone	Completion Date
Architectural Firm Engaged	<u>Complete</u>
Design and Construction Documents Completed	<u>Complete</u>
Bid Advertisement Completed	<u>October 9, 2024</u>
Bids Opened	<u>November 6, 2024</u>
Notice to Proceed Issued	<u>TBD</u>
Construction Begins	<u>TBD</u>
Construction Begins	<u>TBD</u>
Construction Ends	<u>TBD</u>

END OF ATTACHMENT 1

ATTACHMENT 2

PROJECT ACTIVITIES AND EXPENDITURE REPORT

Reporting Period: _____ through _____

In accordance with the reporting requirements set forth in the agreement executed by and between **CITY OF MADISON, ALABAMA, a municipal corporation** (the "Recipient"), and Madison County, Alabama, on _____ (the "Agreement"), please provide the information and certifications requested below, along with any supporting documentation, according to the reporting periods and due dates set forth in **Section I.F.** of the Agreement. Please return this information and documentation to:

Tanya Watson
Grant Manager
256.532.3694
twatson@madisoncountyal.gov

Project Activities Report

Please provide a narrative description of the measures taken during this reporting period to meet the performance standards, requirements, and/or funding purposes set forth in the Agreement. Attach additional pages as needed to complete this section.

When submitting this report, submit all documents related to the expenditures listed above, including, as applicable, purchase orders, invoices, and copies of checks or other evidence of payment.

Certifications

Initial to Certify Compliance	
	During the current reporting period, the Recipient maintained and allocated adequate and appropriate staffing to meet the goals and performance measures of the Project as provided in the Agreement.
	All expenditures listed above were used to provide specific materials and/or services for the benefit of the public, such use and related expenditure being necessary and reasonable to satisfy the performance standards, requirements, and/or funding purposes set forth in the Agreement.
	Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient's expenditure of other funds available for the Project.
	All obligations and expenditures were incurred consistent with any applicable state and federal competitive procurement requirements and the Recipient's established policies and procedures for procurement.
	Complete and adequate documentation for these expenditures is included with this report.
	The Recipient will retain all financial records, supporting documents, and all other records related to these expenditures until December 31, 2031.

By signing this report, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that funds made available under the Agreement have not and will not be used for any of the following ineligible purposes:

- for any purpose other than support of the public purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements;
- for severance pay;

- to pay debt service on a loan or other debt instrument;
- to support lobbying activities;
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

Signed, certified, and submitted on behalf of CITY OF MADISON, ALABAMA, a municipal corporation, by the undersigned duly authorized representative.

By: _____

Its: _____

Date: _____

END OF ATTACHMENT 2

ATTACHMENT 3

REQUEST FOR PAYMENT

Request Number 20 ___ - _____

Submission Date: _____

- Request for Partial Payment
- Request for Final Payment

Submitted by: _____

In accordance with the procedures set forth in the agreement executed by and between **CITY OF MADISON, ALABAMA, a municipal corporation** (the "Recipient"), and Madison County, Alabama, on _____ (the "Agreement"), the Recipient hereby provides the following information and certifications, along with related documentation, to support this request for the disbursal of ARPA revenue replacement funds by Madison County.

PROJECT INFORMATION

Total Amount Covered by the Agreement	an amount not to exceed \$500,000.00
Aggregate Amount Previously Paid to Recipient	
Total Outstanding Liabilities	
Amount of This Request	
Retainage (5% of Current Costs)	

PROJECT STATUS REPORT

Percentage of Project Completion as of This Date (certification to be attached)	
--	--

INSERT NARRATIVE OF PROJECT STATUS:

DOCUMENTATION FOR CURRENT REQUEST FOR PAYMENT

INSERT LIST OF DOCUMENTS SUBMITTED IN SUPPORT OF PAYMENT REQUEST:

CERTIFICATIONS REGARDING REQUEST FOR ARPA FUNDS

All expenditures set forth herein and for which ARPA revenue replacement funds are being requested are necessary and reasonable for the Project. All obligations were incurred consistent with the applicable federal and state requirements governing the spending of ARPA revenue replacement funds and the Recipient’s established policies and procedures for procurement. The expenditures have not and will not be reimbursed or otherwise paid directly or indirectly from another source. Sufficient supporting documentation for each expenditure is included with this request.

By signing this request for payment, I certify that the Recipient has complied with the terms of the Agreement requiring that funds made available under the Agreement be drawn down and expended toward the completion of the Project prior to the Recipient’s expenditure of other funds available for the Project

By signing this Request for Payment, I certify to the best of my knowledge and belief that the information included herein is true, complete, and accurate. I further certify that I am duly authorized to make these representations on behalf of the Recipient.

I further certify that the funds requested hereby have not and will not be used for any of the following purposes:

- for any purpose other than support of the public purpose identified in this Agreement;
- for special deposits into pension funds, retirement accounts, or rainy-day funds;
- to offset a reduction in net tax revenue, if applicable;
- as reimbursement for costs or damages covered by insurance;
- for expenses that have been or will be reimbursed under any federally funded program, including, but not limited to, allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
- as matching funds for another federal award, unless otherwise authorized by federal law and only with the prior approval of the County;
- for legal settlements;
- for severance pay;
- to pay debt service on a loan or other debt instrument;
- to support lobbying activities;
- to support gatherings primarily supporting entertainment functions; or
- in a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

Signed, certified, and submitted on behalf of **CITY OF MADISON, ALABAMA**, a municipal corporation, by the undersigned duly authorized representative.

By: _____

Its: _____

Date: _____

END OF ATTACHMENT 3

ATTACHMENT 4**TERMS AND CONDITIONS FOR AWARD OF
ARPA REVENUE REPLACEMENT FUNDS**

The Parties agree to comply with any applicable federal, state, and local laws and policies and procedures. It is understood that the Project is being funded, at least in part, with American Rescue Plan Act (ARPA) revenue replacement funds granted to the County. As such, the parties agree to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Federal regulations which are applicable to this Agreement include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. Contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds. This includes, but is not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; and discrimination or retaliation against whistleblowers as provided in 41 U.S.C. § 4712.

5. For contracts/subcontracts over \$100,000.00, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable:
 - i. to the affected employee for the employee's unpaid wages; and
 - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

END OF ATTACHMENT 4

ATTACHMENT 5
CERTIFICATE OF COMPLIANCE WITH 31 U.S.C. § 1352
(ANTI-LOBBYING--BYRD AMENDMENT)

The undersigned, as a duly authorized representative of the recipient party to the Agreement with Madison County, Alabama, for Project Number 01089-061-240207-0008 (the "Recipient") hereby certifies as follows:

1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The recipient, by and through its duly authorized representative, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Certified this _____ **day of** _____, **20** _____.

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

END OF ATTACHMENT 5

ATTACHMENT 6**TERMS AND CONDITIONS FOR CONTRACTORS AND SUBCONTRACTORS**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Contractor”) acknowledges that the referenced contract will be funded in whole or in part with funds made available under the American Rescue Plan Act, which have been designated as “revenue replacement funds”. Accordingly, the undersigned represents and certifies that in regard to the referenced contract the Contractor will comply with requirements, as applicable, of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the “Act”), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

Applicable federal regulations include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
2. New Restrictions on Lobbying. The contractor must certify that it will not, and has not, used federal appropriated funds to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C § 1352.
3. Generally applicable federal environmental laws and regulations. Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.
4. Generally applicable anti-discrimination laws and regulations, including protections for whistleblowers relating to the use of federal funds.
5. For contracts/subcontracts over \$100,000, work performed by mechanics and laborers is subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a workweek and overtime for any work spent over 40 hours, and proper documentation for all employees.
 - a. A contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 U.S.C. Chapter 37; and
 - b. When a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable
 - i. to the affected employee for the employee’s unpaid wages; and
 - ii. to the government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

Acknowledged this _____ day of _____, 20_____.

CONTRACTOR NAME:

ATTEST:

By: _____

Its: _____

The above Acknowledgement was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

END OF ATTACHMENT 6

ATTACHMENT 7

CERTIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON
ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT
(Act 2011-535, as amended by Act 2012-491)**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Recipient”) hereby certifies as follows:

1. The undersigned holds the position of _____ with Recipient and is authorized to provide the representations set out in this Certificate as the official and binding act of Recipient and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT, Act 2011-535 of the Alabama Legislature, as amended by Act 2012-491 (hereinafter “the Act”).
2. Using the following definitions from Section 3 of the Act, Recipient has selected the appropriate description of its business structure and indicated the same by initialing its choice below:

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a) Recipient is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b) Recipient is **NOT** a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Recipient does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.
4. The Recipient is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH 31 U.S.C. § 1352
(ANTI-LOBBYING--BYRD AMENDMENT)**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Recipient”) hereby certifies as follows:

1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Recipient, by and through its duly authorized representative, hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Certified this _____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

**CERTIFICATE OF COMPLIANCE WITH ALA. CODE § 41-16-5
(ANTI-BOYCOTT)**

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ ("Recipient") hereby certifies as follows:

1. The undersigned holds the position of _____ with the Recipient and is authorized to provide the representations set out in this Certificate as the official and binding act of Recipient and has knowledge of the provisions of Alabama Act 2016-312 as it has been codified at Ala. Code § 41-16-5.

2. In compliance therewith, the Recipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Certified this _____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

CERTIFICATE OF COMPLIANCE WITH ALA. ACT NO. 2023-409

The undersigned, as a duly authorized representative of the recipient party to the Contract (describe by number or subject) _____ by and between the City of Madison and _____ (“Recipient”) hereby certifies as follows:

1. The undersigned holds the position of _____ with the Recipient named above, is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Act # 2023-409 of the Alabama Legislature.
2. The Recipient is a for-profit entity, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company with 10 or more full-time employees.
3. The Recipient, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts. Without an ordinary business purpose, the Recipient does not and will not refuse to deal with, terminate business activities with, or otherwise take any commercial action that is intended to penalize or inflict economic harm on a company solely because the company, without violating controlling law or regulation, does any of the following:
 - a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy, timber, mining, or agriculture.
 - b) Engages in, facilitates, or supports the manufacture, import, distribution, marketing or advertising, sale, or lawful use of firearms, ammunition, or component parts and accessories of firearms or ammunition.
 - c) Does not meet, is not expected to meet, or does not commit to meet environmental standards or disclosure criteria, in particular to eliminate, reduce, offset, or disclose greenhouse gas emissions.
 - d) Does not meet, is not expected to meet, or does not commit to meet corporate employment or board composition, compensation, or disclosure criteria.
 - e) Does not facilitate, is not expected to facilitate, or does not commit to facilitate access to abortion or sex or gender change surgery, medications, treatment, or therapies.

Certified this ____ day of _____, 20_____.

RECIPIENT NAME:

ATTEST:

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20_____.

WITNESSED BY:

Signature: _____

Printed Name: _____

END OF ATTACHMENT 7

RESOLUTION NO. 2024-370-R**RESOLUTION TO AWARD BID NO. 2024-013-ITB FOR
RENOVATIONS TO THE PUBLIC SAFETY ANNEX
LOCATED AT 230 BUSINESS PARK BOULEVARD**

WHEREAS, in accordance with Alabama's Public Works Bid Law set forth in Title 39 of the *Code of Alabama*, the City of Madison, Alabama, by proper notice, solicited bids for Bid Number 2024-013-ITB for the Public Safety Annex renovation project (herein "the Project"); and

WHEREAS all sealed Bids were timely submitted, opened, and read on or about November 6, 2024, and have been evaluated by the City to determine the lowest responsive and responsible Bidder; and

WHEREAS, after a complete review and consideration of all Bids submitted, City staff have informed the City Council that **Dunlap Contracting, Inc.**, is the lowest responsible bidder meeting the specifications of the Project as set forth in the invitation to Bid; and

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

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

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

SECTION 2. That award of this Project is hereby made to **Dunlap Contracting, Inc.**, as the lowest responsive, responsive bidder in the Bid amount of **four million two hundred ninety-four thousand three hundred thirty-seven dollars and zero cents (\$4,294,337.00)**, such amount being the cumulative total for the base bid and being subject to adjustment only upon the Council's approval of properly submitted and justified change orders.

SECTION 3. That upon finalization of all contractual and fiscal conditions precedent, the appropriate City representatives shall be deemed authorized to issue notification to **Dunlap**

Contracting, Inc., of the City’s intent to make such award and are also authorized to proceed with review, completion, and submittal of all contractual matters.

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

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

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

READ, PASSED AND ADOPTED this 12th day of November 2024.

John D. Seifert, II
City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama



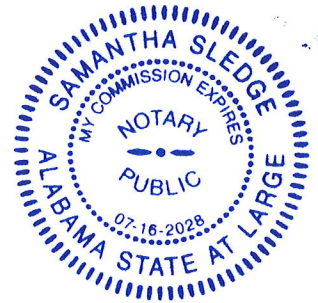
2024-013-ITB / Public Safety Annex Renovation
Issued October 9, 2024

BID TABULATION

BIDDER NAME	Dunlap Contracting, Inc.	Building Construction Associates, Inc.	Butler Construction Company, LLC	Chorba Contracting Corporation	Jim Cooper Construction Company, Inc.	Carter Group, LLC
GC NUMBER ON ENVELOPE	Y	Y	Y	Y	Y	Y
ALL FORMS WITH ORIGINAL SIGNATURES	Y	Y	Y	Y	Y	Y
BID BOND	Y	Y	Y	Y	Y	Y
E-VERIFY ENROLLMENT	Y	Y	Y	Y	Y	Y
ACKNOWLEDGED ADDENDA 1-5	Y	Y	Y	Y	Y	Y
BIDDER ADD/DEDUCT ON ENVELOPE	\$0	+\$40,000.00	\$0	\$0	-\$15,000.00	\$0
TOTAL BASE BID	\$4,294,337.00	\$4,398,000.00	\$5,074,500.00	\$5,184,000.00	\$5,284,999.00	\$5,338,258.00

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

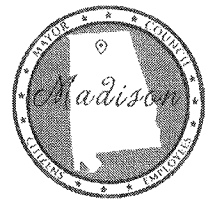
Alicia Walden
 Alicia Walden
 Administrative Planning and Bidding Coordinator



Sworn to and subscribed before me this 6 day of November, 2024.

Samantha Sledge
 Notary Public

City of Madison, Alabama
Bid Number: 2024-013-ITB
Project: Public Safety Annex Renovation
Issued: October 9, 2024



BIDDER PRICING SHEET

BIDDER NAME: Dunlap Contracting, Inc

ADDRESS: PO Box 189

CITY/STATE/ZIP: Laceys Spring, AL 35754

Base Bid:	\$	<u>4,194,337.00</u>
Contingency Amount:	+ \$	<u>100,000</u>
Total Base Bid:	= \$	<u>4,294,337.00</u>

***Bidders are required to include the attached Supplement B – Unit Prices Form with this pricing sheet.**

**** Bidders are also required to complete the attached AIA Document G703 with a schedule of values which breaks down the pricing for each trade. This form is to be submitted within 24 hours of the bid opening and can be emailed to alicia.walden@madisonal.gov.**

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

11/6/2024
Date


Signature of Authorized Representative

RESOLUTION NO. 2024-358-R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH DR. JEFF JOHNSON

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to enter into a renewed professional services agreement with Dr. Jeff Johnson for Medical Director services for Fire Department EMS activities, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as Contractor Professional Services Agreement; 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 Dr. Jeff Johnson in the amount(s) and manner authorized by the Agreement accepted by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024

Paul Finley, Mayor
City of Madison, Alabama

CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional Contractor services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and Dr. Jeff Johnson, hereinafter referred to as "Contractor."

WITNESS TO:

WHEREAS, the City desires to ensure quality emergency medical services to the citizens of and visitors to Madison by and through its first responders; and

WHEREAS, state emergency medical services regulations necessitate the City's retention of a licensed physician to assume medical direction of and responsibility for the emergency medical technicians (EMT), advanced emergency medical technicians (AEMT), and paramedics of Madison Fire & Rescue (hereinafter sometimes referred to as "Department"); and

WHEREAS, the best interests of the City will be served by procuring the experience and unique professional services offered by Contractor and retaining him as Contractor for Madison Fire & Rescue; and

WHEREAS, the City desires to avail itself of Contractor's services, and Contractor desires to provide the same to City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: PROFESSIONAL REQUIREMENTS

A. Licensure.

Contractor shall maintain a license to practice medicine in Alabama, and he shall remain in compliance with state regulations and in good standing with the Board of Medical Examiners.

B. Specialization.

Contractor shall maintain board certification by the American College of Emergency Physicians (ACEP), or a similarly approved board approved by the American Board of Medical Specialties. Such specialization requires that Contractor be a graduate of an approved allopathic or osteopathic physician training program and have completed the relevant internship, residencies, and/or fellowships.

C. Certifications.

Contractor agrees to remain certified in Advanced Cardiac Life Support and cardiopulmonary resuscitation and to remain familiar with the guidelines and regulations applicable to EMTs, AEMTs, and paramedics.

D. Clinical Practice.

Contractor agrees to remain in clinical practice in emergency medicine for an average of at least fifty (50) hours a month or six hundred (600) hours a year.

SECTION TWO: RECOGNITION OF AUTHORITY

A. Practice of Medicine.

City recognizes that Ala. Code §§ 34-24-1, *et seq.*, require the practice of medicine to be performed solely under the authority of a licensed physician. Further, City recognizes that Ala. Code §§ 22-18-1, *et seq.*, provide further guidelines as to how the practice of medicine may be monitored or established under the authority of Contractor. As the designee of the Mayor, the Fire Chief will ensure that City guidelines and directives do not conflict with these statutes, rules, and regulations.

B. Protection of the Public.

Contractor recognizes that, under Ala. Code §§ 11-43-1, *et seq.*, that the protection of the citizens within the City’s jurisdiction is the primary responsibility of the City. The City maintains the right to set forth its guidelines and directives in a manner that ensures the best possible level of protection of the citizens within its jurisdiction, and those within its mutual aid agencies. Contractor will ensure that all protocols are written in a manner that does not conflict with the operational responsibilities of the City, including, but not limited to: budgetary concerns, operational responses, staffing, or promotional processes. Contractor agrees to ensure that the Fire Chief has had a substantive opportunity to review and provide input to Contractor as to the impact of any new protocol prior to its release.

C. Restriction of Scope of Practice.

City recognizes that Contractor has the exclusive right to restrict the scope of practice of any and all EMTs, AEMTs and paramedics as Contractor deems necessary. Contractor agrees to do so only after following the steps outlined in a Quality Management Program (QMP) defined by both Contractor and the Fire Chief.

D. Removal from Employment.

Contractor recognizes that City has the exclusive right to terminate the employment of any individual employee. In the event that the scope of authorized practice of an EMT/AEMT/Paramedic is restricted or removed by Contractor, City retains the ability to reassign or otherwise determine if there is a continued role for the employee within the organization, provided that the role does not place them in a patient care role that would require approval by Contractor.

E. Roles Requiring Medical Director Approval.

City employees may not perform in the role of paramedic or AEMT without the approval of Contractor.

F. Authority to Remove for Critical Deficit.

Both City and Contractor agree that there may be instances where it becomes apparent that critical deficits exist in a paramedic’s, AEMT’s, or EMT’s ability to perform care in life-threatening situations. In that event, the Fire Chief may outline in internal policies which officers may remove the paramedic, AEMT, or EMT from providing patient care responsibilities, pending further review. Contractor may also immediately restrict a paramedic’s, AEMT’s, or EMT’s scope of practice, via notification of the on-duty Battalion Chief, in instances where the on-duty Battalion Chief is notified of a critical deficit that has occurred on arrival at the emergency department of a hospital. In each case, documentation shall be provided to both Contractor and the Fire Chief within twenty-four (24) hours as to the reasons for immediate, temporary removal from scope of practice. City maintains the right to employ the individual in a non-EMS role during this time, based on City policies. A good faith effort will be made by the Parties to review both the individual’s critical deficits and the decision to remove them from duty under this provision.

SECTION THREE: STATUS OF DEPARTMENT OPERATIONS

A. Description of City EMS Operations.

EMS is provided through City apparatus. In the unlikely event that a paramedic or AEMT is not available to staff an apparatus, all drugs and fluids will be secured or removed from that apparatus until a paramedic or AEMT becomes available.

B. Type of Operations.

City provides operational response capabilities that may require the provision of EMS services to patients and/or firefighters, such capabilities including, but not being limited to, the following:

1. Structural and Other Fire Response
2. EMS Response
3. SRT Medic Program
4. Community Wellness Checks
5. Technical Rescue, including Vertical, Confined Space, and Building Collapse
6. Disaster Response to Radiological, Biological, Chemical, or Pandemic Situations
7. Hazardous Materials Response

C. Expanded Medical Protocols.

Parties agree to review the types of EMS care that may be needed in each of the above operational responses and to ensure the appropriate protocols, training, and oversight are in place to meet the needs of City and the citizens it serves. Parties agree

that expanded medical protocols may be limited to a specific situation outside the routine EMS responses, as approved by Contractor and Alabama Department of Public Health, EMS Division.

D. Only Listed Department Activities.

Parties agree that Contractor is only responsible for medical direction of the explicitly listed operations in this Agreement and that any new operational areas requiring medical direction must be approved as an addendum hereto.

SECTION FOUR: OBLIGATIONS OF CONTRACTOR

A. Communication with Department.

Contractor agrees to communicate, in a timely manner, any concerns or issues with personnel or Department operations directly to the Fire Chief or his designee.

B. Training/Credentialing.

Contractor agrees to assist City in developing and conducting training programs to meet license and credentialing requirements.

C. Oversight of Quality Management Program (QMP).

Contractor agrees to maintain direct oversight of Madison Fire & Rescue’s Quality Management Program, to routinely review its policies and procedures, and to meet with paramedics, AEMTs, EMTs, command staff, and company officers as determined within the QMP.

D. Community Wellness.

Contractor agrees to assist City with its development and maintenance of a Community Wellness program including, but not limited to health fairs, blood pressure checks, elderly wellness checks, Vial-for-Life programs, and other community projects as identified by the Parties.

E. Disciplinary Action of an Employee.

Contractor agrees to be available, at the request of City, to review the quality of medical care provided by an employee during any disciplinary hearings. Parties agree that input will be limited to the employee’s performance as an EMT/AEMT/paramedic and any relevant actions or trainings taken as a result of the QMP procedures.

F. Ride-Along Program.

Contractor agrees to ride along with City a minimum number of hours as agreed by the Fire Chief and Contractor. However, Contractor is welcome to ride along anytime.

G. Refrain from Financial Obligations.

Contractor agrees to review the financial impacts of any/all medical protocol changes with the Fire Chief prior to implementation of new protocols. Further, Contractor

agrees to ensure that the Fire Department’s budget provides for the necessary funds in advance of enacting any new medical protocols, procedures, or research.

H. Timeline for Release of Protocols.

Contractor agrees to establish a timeline for the release, training, implementation, and initial evaluation of all new protocols or changes to existing protocols to ensure that City’s operations are not unduly burdened to meet sudden deadlines or obligations. Parties agree that a minimum of thirty (30) days should be permitted for implementation prior to the inclusion of the protocol in the Deficiency Notification or Remediation steps of the QMP set forth herein. Parties likewise agree that any protocols requiring familiarization with new procedures or medications should likewise include the pertinent continuing education coursework prior to implementation of the protocol.

SECTION FIVE: OBLIGATIONS OF CITY

A. Communication with Medical Director.

City agrees to communicate, in a timely manner, any concerns or issues with personnel, medical protocols, or Department operations directly to Contractor.

B. Initial Hire Process.

City agrees to allow Contractor the opportunity to review the applications of EMS personnel prior to the offering of a position on City. Contractor has five (5) business days to review any hiring candidate lists and provide a “yes” or “no” to each individual based on Contractor’s willingness to permit them to function on his medical license.

C. Assigned Job Positions.

City agrees to identify the EMS level of certification for each member upon initial hire and on an annual basis.

D. Disciplinary Action of Employee.

To the extent allowed by City policies and procedures, City agrees to immediately notify Contractor of any actions taken against an employee that would change the employee’s role as an EMS provider. Parties agree that the only details of such actions that will be shared will be those that pertain to the employee’s role as an EMS provider and any anticipated changes to their future role as an EMS provider within City.

E. Agency Licensure.

City agrees to maintain any licenses required of it under applicable Alabama laws, rules, or regulations. Contractor will be notified immediately of any change in licensure status.

F. Scope of Operations.

City agrees to inform Contractor of any anticipated changes in fire department operations that would alter the scope of the emergency medical services being provided, including, but not limited to:

1. addition of a specialty team response;
2. elimination of a specialty team response;
3. addition of mutual aid responsibilities; or
4. expansion of services geographically or medically.

G. Addressing Command Staff.

City agrees to permit Contractor to attend and observe Command Staff meetings to gain an appreciation of Department operations. With advance notice to the Fire Chief, Contractor may be granted the opportunity to address the Command Staff on matters that impact the current delivery of EMS within City’s jurisdiction.

SECTION SIX: DESIGNEES

A. City Designees.

Only the Mayor may sign modifications to this Agreement. However, in the interest of efficient operations, the Fire Chief may designate subordinate members to serve prescribed functions. Such designation will be made in writing to Contractor.

B. Medical Director Designees.

Only Contractor may sign modifications to this Agreement, protocol changes or documents modifying or permitting the scope of practice of a Department’s EMS-certified employee.

C. Disciplinary Actions Against an EMS Certification.

Only Contractor may take action against an EMS certification. Designees may only take the initial steps as outlined in Contractor-approved QMP.

SECTION SEVEN: QUALITY MANAGEMENT PROGRAM (QMP)

A. Components.

In cooperation with Contractor, City will develop and implement a Quality Management Program. The QMP program will be approved by Contractor and Fire Chief.

B. Continuing Education.

Parties agree that the Fire Chief or his designee will be primarily responsible for maintaining records, credentialing and licensure as required by State rules and regulations and for providing Continuing Education that meets the state requirements for certification and credentialing. Topics will be determined in collaboration with Contractor to ensure City’s identified needs are met.

C. Field Training Program.

Parties agree City will utilize its personnel to establish a field training program that meets the approval of Contractor. During the program, new employees (or new paramedics/AEMTs) will function under the direct supervision of an approved paramedic/AEMT. In the event a new employee does not satisfactorily complete the field program, Department will be under no obligation to seek Contractor’s approval, but must notify him of the employee’s intended role in City. Parties agree that Contractor must sign off on the completion of the field training program prior to City’s use of the employee in an EMS role outside of the provisions of the field training program.

D. Remedial Training and Limiting Scope of Practice.

Parties agree that Contractor will identify in writing the level of severity of protocol infractions and their consequences in a manner that ensures full and impartial disclosure to Department personnel of the potential consequences of failure to adhere to protocols. Parties agree that all infractions will be identified as Minor, Moderate, and Critical, and that the QMP will clearly outline the consequences for first occurrences of each as well as the consequences of multiple infractions. Contractor agrees to define, in writing, what level and frequency of infraction may result in a limitation or removal of scope of practice.

E. Further Aspects of the QMP.

Details of the above processes and procedures may be delineated in Department policies as agreed by both Parties. Parties agree they will both review and agree to the implementation of such policies prior to their use in City.

SECTION EIGHT: INDEPENDENT CONTRACTOR STATUS

A. Budgetary Commitments.

Parties agree that there will be no specific budget line items for research, new protocols, or new medical equipment that are not approved as a part of the budgetary process. City will provide Contractor with the opportunity to provide written recommendations, complete with justifications, for new equipment, procedures or training plans that would require a budgetary commitment from City as a part of the budgetary process. City agrees to provide Contractor with an opportunity to discuss any such recommendations with the Fire Chief in advance of the annual budget deadline. Contractor agrees to ensure that any new protocols or procedures that would require a budgetary commitment will be introduced in concert with scheduled budgetary adjustments so as not to incur liability on either Party or that such protocols are labeled “optional if equipment is available.”

B. Fee for Medical Direction Services.

Contractor will receive a fee for his services provided within this contract. Parties agree that this fee covers all explicitly-stated duties, as well as any incidental time demands that result as part of the duties of this contract, including, but not limited to, personnel situations, remediation, inter-agency problem resolution, protocol revisions and review of training plans. The fee for this service shall be one thousand six hundred fifty dollars

(\$1,650.00) per month, payable directly to Contractor on the first of each month after receipt of a proper invoice. As an Independent Contractor, Contractor will be solely and exclusively responsible for the payment of all federal, state, and local taxes that may be due as a result of the compensation provided for in this paragraph.

C. Worker’s Compensation.

Contractor will be covered by the City’s Worker’s Compensation policy, but only when his duties are being performed on city property, while riding on the City’s fire apparatus, or while engaged in a response with fire department personnel. This provision of Worker’s Compensation insurance coverage by the City for Contractor as a subcontractor shall in no way create any relationship, agency or otherwise, other than the independent contractor relationship described in subsection E.

D. Medical Liability Coverage.

Contractor recognizes that the City insurer provides no Medical Liability Coverage or Legal Representation in conjunction with this agreement. Contractor agrees to maintain any and all medical malpractice insurance or errors and omissions insurance associated with the continued clinical practice in emergency medicine and in the practice as medical director.

E. Independent Contractor Relationship.

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that the Contractor shall not be or be deemed to be an employee of the City nor shall be entitled to any benefit of City employment whatsoever. Further, Contractor agrees not to pledge the credit of the City, or to purchase, rent, lease, or contract for equipment or any other thing or service in the name of the City.

F. Indemnification.

Contractor agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered as a result of the instant Agreement.

SECTION NINE: LABOR RELATIONS

A. Grievances Against City.

Parties agree that in the event of a grievance initiated by a City employee under the City of Madison Personnel Policies and Procedures, Contractor will function exclusively as an agent of City and will meet with employees only at the request of the Fire Chief and in the presence of the Fire Chief or his designee.

B. Grievances Against Contractor.

The Fire Chief acts as the Mayor’s designee for the fulfillment of any action taken under this Agreement and initiates any action that may be addressed under the Grievance section of the City of Madison Personnel Policies and Procedures. Thus, Contractor is not expected to answer directly for any action addressed in an employee grievance.

SECTION TEN: TERMS AND LIMITATIONS

A. Term of Contract.

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities and shall expire three (3) years thereafter. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect.

B. Termination by Either Party.

Either party may terminate this agreement prior to the end of the specified term. Such termination may take place only after notice is provided in writing. Parties agree that any termination must provide at least three (3) months advance written notice to ensure a smooth transition of licensure coverage, quality management program initiatives, and other ongoing aspects of EMS. The effective date of termination shall be the last day of the third full month after the written notice and Contractor shall be compensated through that month.

C. Entire Agreement.

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 Contractor and City. This Agreement supersedes all other agreements between the parties.

D. State and Federal Laws Supersede Agreement.

Nothing in this Agreement shall be construed as to permit either Party to deviate from administering their responsibilities in good faith in accordance with state and federal statutes. This Agreement shall be governed by the laws of the State of Alabama.

E. Validity and Effect of Provisions.

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 limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

F. Failure to Enforce Agreement.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

G. Third-Party Rights.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas
City Clerk-Treasurer

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

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

Notary Public

Contractor

Jeff Johnson, M.D.

Date: _____

STATE OF ALABAMA §
§
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeff Johnson, M.D., whose name 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 executed the same voluntarily on the day the same bears date.

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

Notary Public

RESOLUTION 2024-359-R

**A RESOLUTION TO SPECIFY HOLIDAY OBSERVANCE DATES
FOR CALENDAR YEAR 2025**

WHEREAS, pursuant to the Personnel Policies and Procedures of the City of Madison, the Madison City Council shall specify the dates holidays are to be observed by the City for each calendar year;

NOW THEREFORE BE IT RESOLVED by the City Council of Madison, Alabama, sitting in regular session on this the 12th day of November 2024, that the following holidays shall be observed by the City as follows:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
▪ New Year’s Day	Wednesday, January 1, 2025
▪ Martin Luther King Day	Monday, January 20, 2025
▪ Presidents’ Day	Monday, February 17, 2025
▪ Memorial Day	Monday, May 26, 2025
▪ Juneteenth	Thursday, June 19, 2025
▪ Independence Day	Friday, July 4, 2025
▪ Labor Day	Monday, September 1, 2025
▪ Veteran’s Day	Tuesday, November 11, 2025
▪ Thanksgiving Day	Thursday, November 27, 2025
▪ Day After Thanksgiving	Friday, November 28, 2025
▪ Christmas Day	Thursday, December 25, 2025
▪ Two (2) Additional Floating Holiday (<i>Not assigned.</i>)	

READ, PASSED, and ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama on this 12th day of November 2024.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2024-341-R

**A RESOLUTION AUTHORIZING A
MEMORANDUM OF AGREEMENT WITH THE
CITY OF MADISON BOARD OF EDUCATION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City a Memorandum of Agreement with the City of Madison Board of Education and Enfinger Development, LLC, to provide for infrastructure improvements in connection with the construction of a new elementary school to be located along Madison Branch Boulevard in Limestone County, said agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Memorandum of Agreement" (MOA), and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

BE IT FURTHER RESOLVED that, except for the award of any bids contemplated within the MOA or the termination of the MOA, the Mayor or his designees shall be hereby authorized for the entire term thereof to execute any and all documentation and agreements authorized in the MOA and to acquire all rights of way necessary to enforce and comply with its terms, subject to the budgetary restrictions set forth by the Council in its duly-adopted budget for the then-current fiscal year.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

**MEMORANDUM OF AGREEMENT
BY AND AMONG
CITY OF MADISON BOARD OF EDUCATION,
THE CITY OF MADISON, ALABAMA
AND ENFINGER DEVELOPMENT, LLC**

This Memorandum of Agreement (“MOA”) will serve as an agreement by and among the CITY OF MADISON BOARD OF EDUCATION (hereinafter, “Board”), the CITY OF MADISON, ALABAMA (hereinafter the “City”), and ENFINGER DEVELOPMENT, LLC (hereinafter, “EDI”) (collectively, the “Parties”) relating to the City’s construction of a street extension to support the construction of, and facilitate access to, a new elementary school in Limestone County to be constructed by the Board and to fulfill obligations under a pre-existing Development Agreement for construction of a portion of the street to be further extended by the City.

1.0 INTRODUCTION

The Board has plans to construct an elementary school on property owned by the Board in Limestone County, Alabama, in Sections 11, 12, 13 and 14 of Township 4 South, Range 3 West (the “School Site”).

The School Site is located adjacent to a planned extension of Madison Branch Boulevard (formerly Halsey Drive) near Russell Branch and is adjacent to a residential development project (hereinafter, referred to as “Madison Branch Subdivision”) under construction pursuant to a Development Agreement by and between the City and Enfinger Development, Inc. (“EDI”) dated December 15, 2021, a copy of which is attached to this MOA as Exhibit A.

Under the Development Agreement, EDI has responsibility to construct an extension of Madison Branch Boulevard (referred to in the Development Agreement as a “Connector Road” to be known as “Halsey Drive”) from its then-current eastern terminus to the western boundary of the Madison Branch Development, which point is also coextensive with the western boundary of the School Site.

The referenced extension of Madison Branch Boulevard is to be constructed on an 80-foot wide right-of-way as depicted in Exhibit B, which generally depicts the proposed road specifications. The Development Agreement requires that EDI install trees every 50 feet and construct a 5-foot-wide sidewalk to be located on both sides of Madison Branch Boulevard.

In order to facilitate access to the School Site from the west, it is desirable that the extended Madison Branch Boulevard as described in the Development Agreement, be further extended westward to the eastern terminus of Maecille Drive at its intersection with Segers Road and that the existing Maecille Drive be widened and improved.

The Board and the City have reached an agreement regarding the referenced westward extension of Madison Branch Boulevard from the west boundary of the Madison Branch Development (and west boundary of the School Site) to the existing Maecille Drive and also the widening of Maecille Drive from the end of the Madison Branch Boulevard extension to Maecille Drive’s intersection

with Segers Road, and certain intersection improvements at the Maecille Drive and Segers Road intersection.

2.0 AUTHORITY

Each of the parties to this Agreement covenants that it has full authority to enter into this MOA. The undersigned covenant that they have authority to enter into this agreement on behalf of the Parties.

3.0 RESPONSIBILITIES OF THE PARTIES

3.1 City Responsibilities

- A. City's Portion of the Madison Branch Boulevard Extension: The City will secure required right of way for, design, solicit bids, and award a contract for the construction of an additional extension of Madison Branch Boulevard from the western boundary of the Madison Branch Development (and of the School Site) to connect with the existing Maecille Drive and further to widen Maecille Drive to its terminus at Segers Road ("City Portion"), which is depicted in Exhibit C. The extension shall be generally consistent in design with the Madison Branch Boulevard extension. However, the designed and installed extension and widening by the City under this MOA shall contain a sidewalk on only one side of the road, and the divided landscaped median will not run for the full length of the extension to and widening of Maecille Road. The improvements shall be sufficiently wide to include a turn lane at the intersection of Maecille Drive and Segers Road, and the City will also construct and install acceleration and deceleration lanes on the east side of Maecille Drive to the north and south of the Maecille-Segers intersection, as depicted in Exhibit D. The Parties acknowledge that the name of Maecille Drive will remain the same, unless and until the City Council approves a change in the name of the road.
- B. Rights-of-Way: The City will undertake in a timely fashion to provide all site examination and surveys necessary to provide legal descriptions necessary for the conveyance of an 80-foot wide right-of-way to the City for the City Portion, as well as such right-of-way as may be needed for widening Maecille Drive and installing the acceleration and deceleration lanes at the Maecille Drive and Segers Road intersection. The City will acquire said right-of-way in a manner so as to facilitate the timely completion of the City Portion as required herein. The Parties acknowledge that the timing and width of the right-of-way acquisitions may be subject to the approval and timing of the Limestone County Circuit and Probate Courts, but the City shall facilitate proceedings, settlements, and orders as expeditiously as possible.
- C. Order Review: Design plans for the City's portion of the Madison Branch Boulevard Extension and Segers Road turn lane and intersection improvements have been prepared, are attached as Exhibit C and D, and are acceptable to the Board and EDI. Prior to approval of any change order making substantive changes to the designs depicted on Exhibit C and D, the City will submit a description of the proposed change

to the Superintendent of the Board and to EDI for review and will take into consideration requests for revision or modification of proposed design changes made by the Superintendent or EDI.

- D. Allowance of EDI Portion: Notwithstanding any limitations imposed on EDI regarding phasing of an addition to the Madison Branch Development, as set out in section 1.3(a) of the Development Agreement, the City agrees hereby to authorize EDI to undertake its required extension of Madison Branch Boulevard, to the western boundary of the Madison Branch Development (said point being further described as the western boundary of the School Site and the point at which the City's responsibility for further westward extension of Madison Branch Boulevard will commence under this MOA), and to complete that required extension no later than June 1, 2026, unless such time for completion is extended pursuant to the terms of this MOA.

3.2 EDI Responsibility

- A. Extension of Madison Branch Boulevard. Notwithstanding any other limitation on development of a second phase of the Madison Branch Development, as set out in Section 1.3(a) of the Development Agreement, EDI accepts responsibility for completion of the extension of Madison Branch Boulevard (referred to in the Development Agreement as Halsey Drive) to the western boundary off the Madison Branch Development as described in the Development Agreement and in a manner consistent with the requirements of Section 1.1(c) of said Agreement, to be complete no later than June 1, 2026. The deadline for completion shall be extended automatically to the extent that EDI is prevented from commencing or completing any portion of the required extension of Madison Branch Boulevard for any of the reasons stated in Section 3.4.
- B. Utility Infrastructure. EDI will have responsibility for drainage tie-in structures as depicted in Exhibit C (Sheet 34) along with any associated stormwater management facilities. By the date of the February 2025 Planning Commission meeting, EDI will provide plans for the referenced storm drainage system to be installed on Board property and EDI property. EDI will notify the City and the Board by March 31, 2025 if it believes it can reasonably install the referenced infrastructure by August 1, 2025. If EDI notifies the City and the Board that it cannot meet that deadline for installation of the referenced infrastructure, by April 30, 2025, EDI will pay to the City the cost of the referenced infrastructure as determined by the cost sheet of individual elements of construction of the referenced infrastructure, as attached to this Agreement as Exhibit E. Upon receipt of such payment, the City would then accept responsibility for construction of the infrastructure as part of its construction contract for the Madison Branch Boulevard Extension. If EDI constructs the referenced utility infrastructure, the City and the Board grant right-of-entry to EDI to the extent reasonably necessary for access to property of the Board and rights-of-way of the City as needed to complete said construction. If the City is to construct the utility infrastructure, EDI and the Board

grant to the City a right-of-entry to their respective properties to the extent reasonably necessary for the construction of the utility infrastructure by the City

3.3 Board Responsibilities

- A. Anticipated Opening: The Board's elementary school will be constructed with an anticipated opening date of August 2026.
- B. Payment for Cost of City's Portion: The Board will pay to the City a sum not-to-exceed Two Million One Hundred Forty Thousand Nine Hundred Eighty-Five Dollars (\$2,140,985) for the construction of the Madison Branch Boulevard Extension to be completed by the City hereunder. However, the total to be paid to the City shall not exceed the actual costs incurred by the City for right-of-way acquisition, design and construction cost of the Madison Branch Boulevard Extension to be completed by the City. To the extent that the City's actual costs are less than the amount stated above, the Payments due from the Board due on the following schedule shall be reduced to assure that the Board does not pay more than the City's actual costs:
1. The Board shall pay to the City Five Hundred Thousand and no/100 Dollars (\$500,000) on or before the date on which the City has acquired all property access rights necessary for the City's Madison Branch Boulevard Extension.
 2. The Board shall pay an additional \$1,250,000.00 to the City upon receipt of notice that the City has awarded a contract for the completion of the City Portion with a substantial completion date of no later than June 1, 2026.
 3. The Board shall pay to the City the sum of \$250,000 upon the Board's receipt of written notice that the City Portion is at least ninety (90%) percent complete, and completion of EDI's extension and the City's extension are both on schedule to occur no later than June 1, 2026.
 4. The Board will pay the balance of \$140,985 to the City upon substantial completion of the City's Portion on or before June 1, 2026. If the City Portion is not completed on or before that date, or such extended date as may result from delays referenced in Section 3.4, the Board may reduce this final installment by the amount of liquidated damages that the City charges to the City Portion's contractor for late completion. The Parties acknowledge that liquidated damages in the construction contract will be charged at a daily rate for every day the project is late, and the City will disclose any completion delays and accruals of liquidated damages to the Board in a timely manner. The maximum of liquidated damages shall not exceed this final installment amount of \$140,985.

3.4 Timely Completion

The extension of the Madison Branch Boulevard Extension by EDI to the western boundary of the Madison Branch Development, and the City's Portion, shall be designed, awarded and completed not later than June 1, 2026. The deadline shall be extended automatically to the extent that the Parties are prevented from commencing or completing any portion of the Madison Branch Boulevard Extension Project

specified in this MOA due to any of the following causes beyond their control: (1) acts of God, (2) flood, fire, or explosion, (3) war, invasion, riot or other civil unrest, (4) governmental order or law, (5) actions, embargoes, or blockades in effect on or after the date of this MOA, (6) action or inaction by any governmental authority on project approvals, (7) national or regional emergency, (8) strikes, labor stoppages or slowdowns, or other industrial disturbances, or (9) shortage of adequate power or transportation facilities.

4.0 MISCELLANEOUS

4.1 Governing Law.

This MOA shall be governed by and construed in accordance with the laws of the State of Alabama.

4.2 Notices.

Notices under this MOA shall be sent the following addresses:

City of Madison
c/o Mayor’s Office
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

With a copy to:
Legal Department
Madison Municipal Complex
100 Hughes Road
Madison, AL 35758

City of Madison Board of Education
c/o Superintendent
211 Celtic Drive
Madison, AL 35758

With a copy to:
William W. Sanderson, Jr.
Bishop Colvin, LLC
2101 Clinton Avenue W. Suite 402
Huntsville, AL 35805

Enfinger Development, Inc.
8624 Memorial Parkway South
Huntsville, AL 35803

4.3 *Successors in Interest*

The provisions of this MOA shall be binding upon and inure only to the benefit of the parties to the MOA and shall not be assigned to any other party without express written approval of the other parties.

4.4 *Compliance with Government Regulations*

Each party to this MOA agrees to comply with federal, state, and local laws, codes, regulations, and ordinances applicable to the work performed under this MOA.

4.5 *Severability*

If any provision of this MOA is declared by a court having jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the MOA did not contain the particular provision held to be invalid.

4.6 *Amendments*

The terms and conditions of this MOA shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

4.7 *Term and Termination*

This Agreement shall come into effect on the date that the authorized representatives of each party finally execute and affix their respective signatures in their duly authorized capacities. This MOA shall continue in effect until either (a) the completion by the City and EDI of the required extension of Madison Branch Boulevard, widening of existing Maecille Drive and intersection improvements at the intersection of Maecille Drive and Segers Road, and the Board's payment for the cost of the extension as specified in Section 3, or (b) if sooner, upon the termination of this MOA either by the unanimous written consent of the Parties or upon the occurrence a default under the terms of this MOA and its continuation beyond any applicable cure period upon written notice of the non-defaulting party. Upon any termination of this MOA in accordance with its terms, all obligations of the parties hereunder will terminate, except that any obligations arising prior to the date of such termination, including without limitation, any payment obligations of the Board shall survive such termination and shall be fulfilled by the party obligated hereunder.

4.8 *Dispute Resolution*

The parties shall endeavor to resolve any dispute arising out of or relating to this MOA 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 MOA 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.

4.9 *Further Assurances*

The Parties shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated in this MOA.

4.10 *Entire Agreement*

This MOA constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and it supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

4.11 *Waiver*

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.12 *Time of the Essence*

Time shall be of the essence in this Agreement.

Dated this ____ day of _____ 2024.

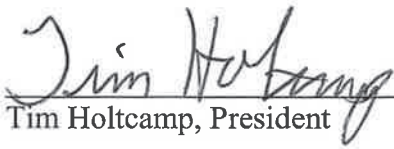
CITY OF MADISON, ALABAMA
a municipal corporation

ATTEST:


By: _____
Paul Finley, Mayor

Lisa Thomas,
City Clerk Treasurer

CITY OF MADISON BOARD OF EDUCATION

By 
Tim Holtcamp, President

ATTEST:


Ed Nichols, Superintendent

ENFINGER DEVELOPMENT, LLC

By: _____
Oliver A. Orton, Manager

Exhibit A



DEVELOPMENT AGREEMENT

by and between

THE CITY OF MADISON

and

ENFINGER DEVELOPMENT, LLC, ET AL.

Dated: December 15, 2021



DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is made and entered into on and as of this 15th day of December, 2021 (the “Effective Date”), by and between THE CITY OF MADISON, Alabama, a municipal corporation organized under the laws of the State of Alabama (the “City”), and ENFINGER DEVELOPMENT, LLC, an Alabama limited liability company, and its respective successors and assigns (both “Developer” and “Builder” and collectively the “Company”). The City and the Company are herein referred to collectively from time to time as the “Parties” and individually, from time to time, as a “Party”.

WITNESSETH

WHEREAS, the Company has purchased that certain tract of real property, being and lying within Limestone County, Alabama, consisting of approximately 101.89 acres, more or less, and being more particularly described in Exhibit “A” attached hereto (the “Property” or “Development Site”), upon which the Company plans to design, develop, and construct a multi-phase single-family residential subdivision to be developed and constructed in general conformity with Exhibit “B” attached hereto and to be known as “Madison Branch” or “Madison Branch” (the “Subdivision” or “Development”); and

WHEREAS, the City of Madison Board of Education (the “Board” or “Madison City School District”), has a contract to purchase approximately 17.14 acres, more or less, adjacent to the Development Site for use as a future school, as further depicted in Exhibit “B” attached hereto (the “School Site”); and

WHEREAS, the Company plans to annex the Property into the City of Madison and to construct the Development in multiple phases, to contain no more than 205 residential lots, and to set aside approximately twenty-three point eight nine percent (23.89%) of the Subdivision for park land, walking trails, and/or green space accessible to the public; and

WHEREAS, the parties acknowledge that residential subdivision development within the City of Madison, such as the Subdivision described in this Agreement, affects the ability of the City and the Madison City School District to provide adequate capacity and municipal services, and the parties desire to pace the development of the Subdivision in order to allow time for the City and the School District to provide adequate capacity and services; and

WHEREAS, the parties agree that the phasing of the Development and the allocation of the Green Space described in this Agreement will promote the health, safety, and welfare of the City and its residents;

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEVELOPMENT OF PROPERTY

Section 1.1 The Development.

(a) The Development shall consist of approximately 101.89 acres of real property, more or less, said Property being more particularly described in Exhibit "A" attached hereto, which will be subdivided and developed into a residential subdivision for single-family detached homes. The Development is expected to contain approximately 201 residential lots according to the concept plan approved in this Agreement, but the Development shall contain no more than 205 residential lots (each a "Lot," collectively, the "Lots").

(b) Public Open Green Space: Company shall set aside and preserve public access to approximately 24.34 acres, which is equivalent to approximately twenty-three point eight nine percent (23.89%) of the Development Site, for public passive park use, walking trails, general green space, or any combination thereof, portions of which may be later conveyed to and/or managed by the Homeowners Association ("Open Space" as depicted on Exhibit "B").

- i. Dedication: When Developer records the first final plat for the Development, Company shall provide a public access easement or conservation easement for the Open Space designated by that final plat, in form, and content acceptable to the City.
- ii. Trail: The Open Space shall contain an eight-foot-wide concrete walking trail that will run along the existing creek from the eastern boundary of the property to the north-western boundary to be constructed by Developer. Additional five-foot-wide paths will also be provided in the Open Space as generally depicted in Exhibit B. In coordination with the City, Company shall develop or improve the walking trail and Open Space within each phase of the Development before the next phase of the Development begins.
- iii. Stormwater Retention: Approximately one acre of the Open Space may be used by the Madison City School District for stormwater retention. The City or the Company will provide an easement to the Board of Education for this purpose, and the dedication of the stormwater retention area shall provide that it will remain open to the public.

(c) Connector Road: Company shall construct and dedicate a public right-of-way to be known as "Halsey Drive," which shall begin at the current, eastern boundary of the existing terminus of Halsey Drive and extend to the western boundary of the Development. Developer shall dedicate an 80-foot-wide right-of-way for Halsey Drive and shall construct a 60-foot wide road, comprised of approximately 31 feet from back of curb to back of curb, plus a 9.5-foot planting easement. Developer also shall install trees every 50 feet and construct a 5-foot wide sidewalk to be located on both sides of the Halsey Drive. Developer shall be responsible for all management, engineering, construction, and landscaping costs associated with the design and construction of Halsey Drive within the 60 feet of right-of-way. After construction is complete to the City's specifications, Company shall provide a

statutory warranty deed in form and content reasonably acceptable to the City and the Company for Halsey Drive. The City will pay for the cost of improving the existing right-of-way spanning from Hardiman Drive to the Development, and such improvements will be functionally consistent with the Developer’s improvements to Halsey Drive. City may elect to complete widening improvements to Halsey Drive for the full 80 feet width at any time.

(d) Tree Preservation: The parties acknowledge that the City’s West Side Master Plan applies to the Development and that said plan calls for the preservation of existing tree canopy. Therefore, the parties agree that the existing tree canopy on the Property provides intrinsic value to the Property and to the City as whole. Where practicable and in coordination with City, Company agrees to clear trees only as may be reasonably necessary to provide space for installation of the single-family detached homes on each Lot (as set forth in paragraph (f) below), and infrastructure improvements, including but not limited to, public roadways, public water mains, public sanitary sewer facilities, public electric utility conduits, public telecommunication conduits, public natural gas supply lines and public storm water sewer facilities.

(e) Tree Inventory & Replacement: Prior to preliminary plat submittal, Company shall retain a licensed arborist or qualified equivalent to inventory all mature, healthy trees within any given phase in both common areas and on individual lots. Company shall submit the tree inventory, which shall include a map indicating existing mature, healthy tree locations and a mitigation plan, showing planting locations, quantity, and tree type with the preliminary plat application. The mitigation plan shall include plans for replacement of any trees proposed for removal in an alternate location throughout the designated open space and in the public rights-of-way. Company shall complete the tree replacement using bona fide silviculture practices at a minimum ratio of two trees planted for every mature, healthy tree removed. If mitigation of trees proposed for removal in a given phase is not proposed to be accommodated in the same phase, the mitigation plan shall identify where in the Development the trees can be accommodated. Replacement trees species will be consistent with native tree species found in typical eastern deciduous woodlands of north Alabama. Replacement trees shall be no smaller than two (2) inch diameter at basilar area. The parties acknowledge that two-for-one tree mitigation ratio may not be species specific for every tree removed. For the purpose of this Agreement, mature trees are defined as any tree with a diameter at basilar area of 12 inches or greater, unless otherwise indicated by a licensed arborist for a specific tree species. Dead trees or trees showing advanced stages of decay will not be inventoried and thereby not subject to mitigation.

(f) Continuing Tree Preservation: To provide for tree canopy protection in perpetuity, Company shall stipulate in the restrictive covenants for the Development, to be filed concurrently with the first final plat of the first phase to be completed, that removal and replacement of trees on lots within the Development conveyed to others will be subject to the jurisdiction and approval of the Declarant and the Architectural Control Committee (ACC) as defined in the restrictive covenants for the Development. On individual lots where new homes are constructed, trees are only to be removed in the actual footprint of the home plus ten (10)

feet of the driveways, sidewalks, patios, swimming pools or accessory buildings, areas required to extend public utilities to each newly constructed home, or any grading approved in the preliminary plan submitted to the City of Madison (Grading Plan) by the City of Madison Engineering Department. Once homes are completed, removal of any mature trees shall be subject to Declarant and ACC approval and also be subject to the same two-to-one tree mitigation ratio defined above in Section 1(e).

(g) Donation Acknowledgement: Upon City's acceptance of any Open Space and right of way, whether by deed or conservation easement, as well as Developer's presentation of an appraisal for said Open Space to City, City shall provide to Developer a letter acknowledging the donation pursuant to the requirements of the Internal Revenue Code.

(h) Homeowners' Association & Covenants, Conditions, and Restrictions:

(i) Developer shall establish and maintain a Homeowners' Association ("HOA"), which, at a minimum, shall regulate and provide for maintenance of common areas.

(ii) The Developer and the HOA shall promulgate, institute, record, and enforce Development Covenants, Conditions, and Restrictions (the "CC&Rs") which shall, at a minimum, incorporate applicable requirements of Section 1.1 of this Agreement. Developer shall submit the final draft of the CC&Rs to the City of Madison Planning Department for review, as well as the City of Madison City Attorney, for approval as to form no later than sixty (60) days prior to approval of the first final plat. The City shall not unreasonably withhold, condition, or delay its approval of the CC&Rs. In the event the City of Madison Planning Department or City Attorney fails to approve or disapprove of the CC&Rs within thirty (30) days after submittal, the CC&Rs shall be deemed to be approved in the form submitted by Developer.

(iii) Developer agrees that it shall record the CC&Rs in the Probate Office of Limestone County, Alabama, before it applies for certificates of occupancy for any units in Phase 1, and Developer acknowledges that City will not issue any certificates of occupancy for any units within the Subdivision until the CC&Rs are properly approved and recorded.

(i) Prior to layout plat approval, Developer shall submit a wetlands delineation to the Planning and Engineering Departments in a form and substance acceptable to said departments. The parties acknowledge that said delineation may result in necessary changes to Developer's concept plan, and the parties agree to cooperate on any required concept plan updates.

Section 1.2 Plans and Specifications for Development Site. The Company shall cause to be prepared, at its sole cost and expense, plans, bid quantities and specifications for the development and construction of the Development Site (the "Preliminary Plans and Specifications") to be in general accordance with Exhibit "B" attached hereto and

incorporated herein. The Company shall submit the Preliminary Plans and Specifications to the Planning Commission for approval, which approval process of fully acceptable construction plans shall be conducted and occur in general accordance with the Planning Commission's standard and typical approval process. If the Preliminary Plans and Specifications are not acceptable to the City, the City shall notify the Company in writing of those matters or items that are not acceptable, and the Company shall revise and modify the same, at its sole cost and expense, until definitive plans and specifications can be agreed upon between the Parties and delivered to the City (the definitive plans and specifications being herein called the "Final Improvement Plans and Specifications").

Section 1.3 Multiple Phases; Development Timeline. The Company hereby covenants and agrees to design, develop, and construct the Development in accordance with the terms and provisions contained in this Agreement and in accordance with the Final Improvement Plans and Specifications as follows:

(a) Development Phases. The Company shall develop the Property in no less than two (2) distinct phases (each a "phase," together, the "phases"), with construction of the first phase to begin in 2022, and construction on the second phase to begin no earlier than 2025. The first phase shall consist of approximately 95 Lots, and the second phase shall consist of approximately 106 Lots. The Company will develop the number of Lots in each phase in substantial conformity with the projected phasing plan provided in Exhibit "B" attached hereto and incorporated herein (the "Phasing Plan"). Developer shall not apply for building permits for Lots in the Subdivision that are not within a current or previous phase, and Developer acknowledges that City will not issue building permits for the development of Lots that are not within the then current phase or previous phases. Company shall cause its successors in interest to Lots within the Development to comply with the Phasing Plan.

(b) Commencement of Development. Pursuant to the Phasing Plan, the Company will cause commencement of development of the Lots to begin no earlier than the year 2022.

(c) Construction Activities.

(i) All construction activities of the Company regarding any portion or phase of the Development shall be conducted in compliance with all applicable laws, ordinances, rules, and regulations of all governmental authorities, including, without limitation, all applicable licenses, permits, building codes, fire codes, restrictive covenants, zoning and subdivision ordinances and flood, disaster, and environmental protection laws. The Company shall cause any architect, general contractor, subcontractor, or other business performing any work in connection with the construction of the proposed Development to obtain all necessary permits, licenses, and approvals to construct the same. Company acknowledges that the City will not waive any fees, access fees, or related expenses for any permits, licenses or approvals that must be obtained from the City or any other governmental authority in connection with the construction or operation of the proposed Development.

(ii) The Company, and any affiliate thereof involved with the Development, shall maintain its good standing within the City and shall at all times during the term of this Agreement be in compliance with all applicable laws, ordinances, rules and regulations of the City and, further, shall be current in payment of any and all taxes, fees, and other charges imposed by the City and all local government entities.

(iii) Company agrees and acknowledges that it shall pay any impact fees that the City may adopt by ordinance, which apply to the construction of the Development and all other similar residential developments, during the course of the construction of the Development.

Section 1.4 Approvals. The City agrees to use reasonable good faith efforts to facilitate the processing of city approvals and variances necessary for the development or construction of the Development, it being understood that nothing in this Section or Agreement is, or shall be deemed to be, an agreement by the City to waive any necessary city approvals required in connection to the Development.

ARTICLE II
TERM

The term of this Agreement will begin on the Effective Date, and the Agreement will remain in effect until the later of (a) ten (10) years after the Effective Date, or (b) the date that the City issues the final building permit for the last Lot to be developed in the Subdivision.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the City.

(a) The execution and delivery of this Agreement by the City have been duly authorized by the City Council of the City.

(b) The City has all right, power and authority to enter into the transactions contemplated by this Agreement and to perform its obligations hereunder.

Section 3.2 Representations and Warranties of the Company.

(a) The execution and delivery of this Agreement by Company has been duly authorized by all necessary action on the part of the governing body of the Company and its members and managers, if any.

(b) Company has all necessary power and authority to enter into the transactions

contemplated by this Agreement and to perform its obligations hereunder.

(c) Neither the execution and delivery of this Agreement, nor the performance hereof, by the Developer requires any consent of, filing with or approval of, or notice to, or hearing with any Person or entity or other owner of the Developer, as well as any other affiliate of the Developer, and any Governmental Authority, whether domestic or foreign, which has not been obtained.

(d) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the Developer, to the knowledge of the Developer, violates, constitutes a default under or a breach of (i) the Developer’s corporate organizational documents, (ii) any agreement, instrument, contract, mortgage or indenture to which the Developer is a party or to which the Developer or its assets are subject, or (iii) any judgment, decree, order, ordinance, rule, regulation, consent or resolution applicable to the Developer or any of its assets.

(e) There is not now pending nor, to the knowledge of the Developer, threatened, any litigation affecting the Developer which questions (i) the validity or organization of the Developer, (ii) the officers of the Developer or the manner in which any were appointed or elected to such positions, or (iii) the subject matter of this Agreement.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default by the City.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the City (herein called a “City Event of Default”) (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) the dissolution or liquidation of the City, or the filing by the City of a voluntary petition in bankruptcy, or the City's seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the City as a bankrupt, or any assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or if a petition or answer is filed by the City proposing the adjudication of the City as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) Any failure by the City to perform or observe its agreements or covenants contained in this Agreement, which failure shall have been brought to the attention of the City by written notice thereof from the Company, (A) unless the Company shall agree in writing to extend a period prior to its expiration, or (B) during such period or

any extension thereof, the City has commenced and is diligently pursuing appropriate corrective action, or (C) the City is by reason of a Force Majeure Event, as defined in Section 3.3, at the time prevented from performing or observing the agreement or covenant with respect to which the City is delinquent.

(b) If a City Event of Default exists, the sole and exclusive remedy of the Company shall be mandamus or specific performance. The Company shall not be entitled to any other damages whatsoever, including, without limitation, incidental, consequential or punitive damages, whether arising at law, in equity or otherwise.

Section 4.2 Events of Default by the Company.

(a) Any one or more of the following shall constitute an event of default under this Agreement by the Company (herein called a “Company Event of Default”), whatever the reason for such event and whether it shall be voluntary or involuntary or be affected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule, or regulation of any administrative or governmental body:

(i) at any time prior to the completion by the Company of its obligations hereunder, the Company is dissolved or liquidated, or the filing by the Company of a voluntary petition in bankruptcy, or the Company seeking of or consenting to or acquiescing in the appointment of a receiver of all or substantially all of its property, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of its creditors, or the entry by the Company into an agreement of composition with its creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within 60 days; or

(ii) failure by the Company to perform or observe any of its agreements or covenants contained in this Agreement, which failure shall have continued for a period of 30 calendar days after written notice thereof from the City, unless (A) the City shall agree in writing to an extension of such period prior to its expiration, or (B) during such 30-day period or any extension thereof, the Company has commenced and is diligently pursuing appropriate corrective action, or (C) the Company is by reason of a Force Majeure Event, as defined in Section 4.3, at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent.

(b) In addition to such other rights or remedies available to the City hereunder including, without limitation, those set forth and described in Article III hereof, if a Company Event of Default exists, the City may proceed to protect its rights hereunder by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any

covenant or agreement of the Company herein contained. Under no circumstances shall the City be entitled to incidental, consequential or punitive damages.

(c) Attorney’s Fees. In the event that either Party institutes any legal suit, action, or proceeding against the other party to enforce the covenants contained in or arising out of this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys’ fees and expenses and court costs.

Section 4.3 Force Majeure Event. Force Majeure Event means and includes causes which could not have been foreseen or are beyond the reasonable control of a party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, and which are not the result of such party's fault, negligence, or deliberate act. Such causes include but are not restricted to, acts of the public enemy, acts of any government in either its sovereign or proprietary capacity (other than acts taken by the City in accordance with this Agreement), fires, floods, hurricanes, epidemics, quarantine restrictions, freight embargoes, or unusually severe weather (not including normal seasonal inclement weather).

ARTICLE V
MISCELLANEOUS

Section 5.1 Party Approvals. Any approvals to be delivered by any party hereto shall be by a designated and authorized individual or officer for such purpose.

Section 5.2 Entire Agreement. This written Agreement and the Exhibits hereto, contain all the representations and the entire agreement among the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto. Neither the conduct nor actions of the parties, nor the course of dealing or other custom or practice between or among the parties or any of them, shall constitute a waiver or modification of any term or provision of this Agreement. This Agreement may be modified or amended only in the manner specified in this Agreement.

Section 5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 5.4 Governing Law. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State of Alabama.

Section 5.5 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder

shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

If to City: The City of Madison
Attn: Director of Development Services
100 Hughes Road
Madison, Alabama 35758

With a Copy to: The City of Madison
Attn: Megan Zingarelli, City Attorney
100 Hughes Road
Madison, Alabama 35758

If to Company: Enfinger Development
Attn: Jeff Enfinger & Olly Orton
8264 Memorial Parkway SW
Huntsville, Alabama 35802

With Copy to: Wilmer & Lee P.A.
Attn: Sam Givhan & Katie Beasley
100 Washington Street
Huntsville, Alabama 35801

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any party may change the address for the sending of notifications by providing written notice to the other Party in accordance herewith.

Section 5.6 Liabilities of the City. The Parties agree and acknowledge that the obligations of the City as set forth herein are limited by the limitations imposed on public bodies, municipalities, and public corporations by the Constitution of the State of Alabama and laws affecting the use and maintenance of public property.

Section 5.7 No Waiver. No consent or waiver, express or implied, by any party hereto or to any breach or default by any other party in the performance by such other party of its obligations hereunder shall be valid unless in writing, and no such consent or waiver to or of one breach or default shall constitute a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of any party hereto shall be

construed to waiver or limit the need for such consent in any other or subsequent instance.

Section 5.8 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 5.9 No Partnership or Joint Venture. The parties specifically acknowledge that neither of the Parties is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among any two or more of the Parties, or cause them to be considered joint venturers or members of any joint enterprise.

Section 5.10 Headings. The headings in the Sections in this Agreement are for convenience of reference only and shall not form a part hereof.

Section 5.11 No Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to create any third-party beneficiary rights in any person who is not a party or a permitted assignee or transferee; and nothing in this Agreement shall limit or waive any rights any one or more of the parties may have or acquire against any third person with respect to the terms, covenants, or conditions of this Agreement.

Section 5.12 Ambiguity. The terms, conditions and provisions of this Agreement were agreed to in arms' length negotiations in which each Party was represented by independent counsel of its own choosing. Accordingly, in the event of any ambiguity in this Agreement, such ambiguity shall not be resolved against any Party deemed the principal draftsman of this Agreement or the provision of this Agreement at issue.

Section 5.13 Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving corporation), operation of law, or any other manner, without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section 5.13 shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations under this Agreement.

Section 5.14 Amendment. Except as expressly provided in this Agreement this Agreement may be modified or amended only by a written instrument, executed by each of the parties to this Agreement.

Section 5.15 Contingencies. This Development Agreement is contingent upon (1) the successful closing of the purchase of the Property by Company, (2) Planning Commission approval

the layout plat of the Property necessary to accommodate the development contemplated herein, (3) Approval and publication of an ordinance approving annexation and authorizing residential zoning of the Property, and (4) City Council approval of this Agreement.

Section 5.16 Time of the Essence. Time shall be of the essence in this Agreement. Material time provisions in this Agreement include any references to dates or times, as well as the Phasing Schedule.


Section 5.17 Further Assurances. Each of the Parties shall, and shall cause their respective affiliates, successors, and assigns to execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of and transactions provided for in this Agreement.

Section 5.18 Recitals. All recitals in the preamble to this Agreement are incorporated into this Agreement as if fully set out herein.


[Space intentionally left blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on its behalf by its duly authorized officer, on and as of the Effective Date.

THE CITY OF MADISON

By: 
Paul Finley, Mayor

Attest:

By: 
Lisa D. Thomas
City Clerk-Treasurer

STATE OF ALABAMA

§

COUNTY OF MADISON


§

§

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such 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 15th day of December, 2021.

Alicia Ann Walden
Notary Public, Alabama State At Large
My Commission Expires July 16, 2023


Notary Public
My Commission expires: 7/16/23

COMPANY:

ENFINGER DEVELOPMENT, LLC

By: *Oliver A. Orton*
Oliver A. Orton, Manager

STATE OF ALABAMA

§
§
§

COUNTY OF MADISON

I, the undersigned authority, a Notary Public in and for the said County in said State, hereby certify that Oliver A. Orton, whose name as Manager of Enfinger Development, LLC, 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 manager and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the 6 day of December 2021.

Lioudmila Portnoy

NOTARY PUBLIC

My Commission expires

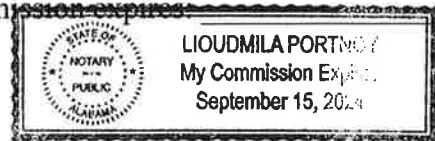


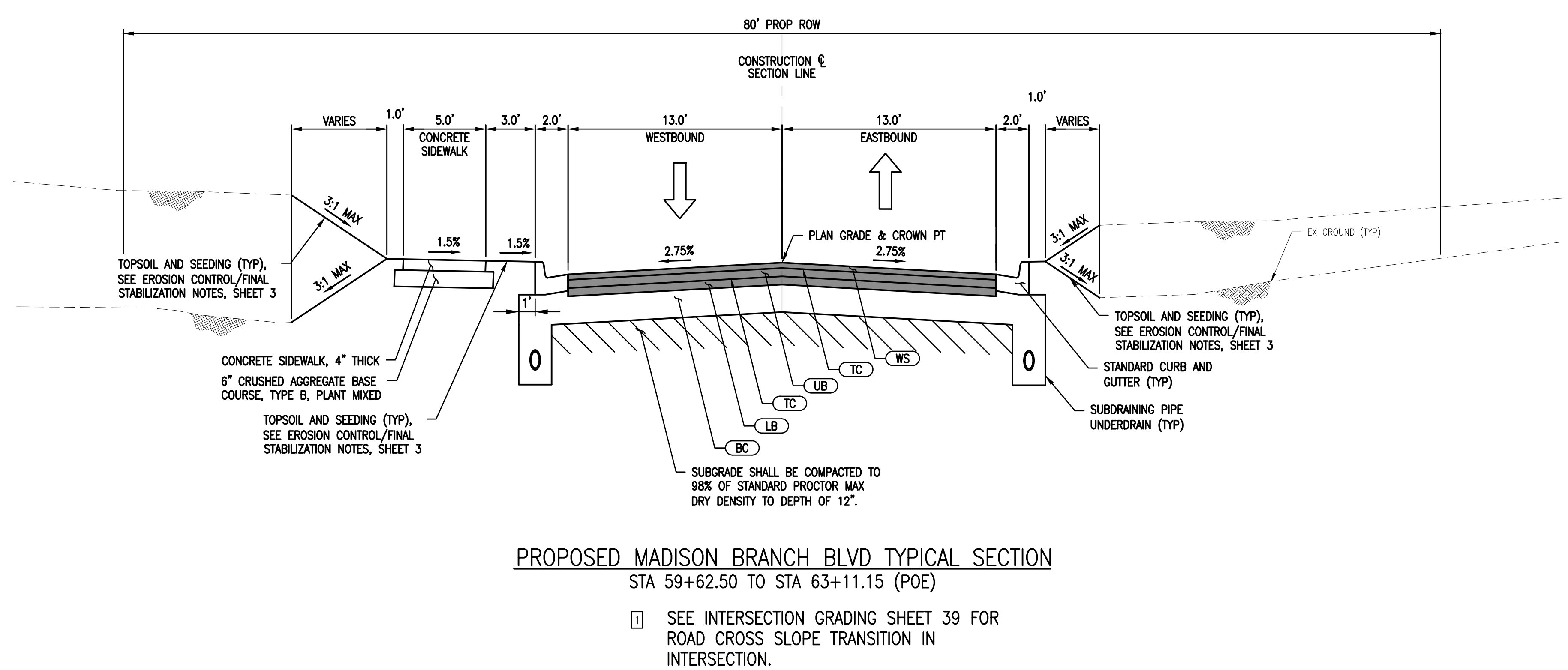
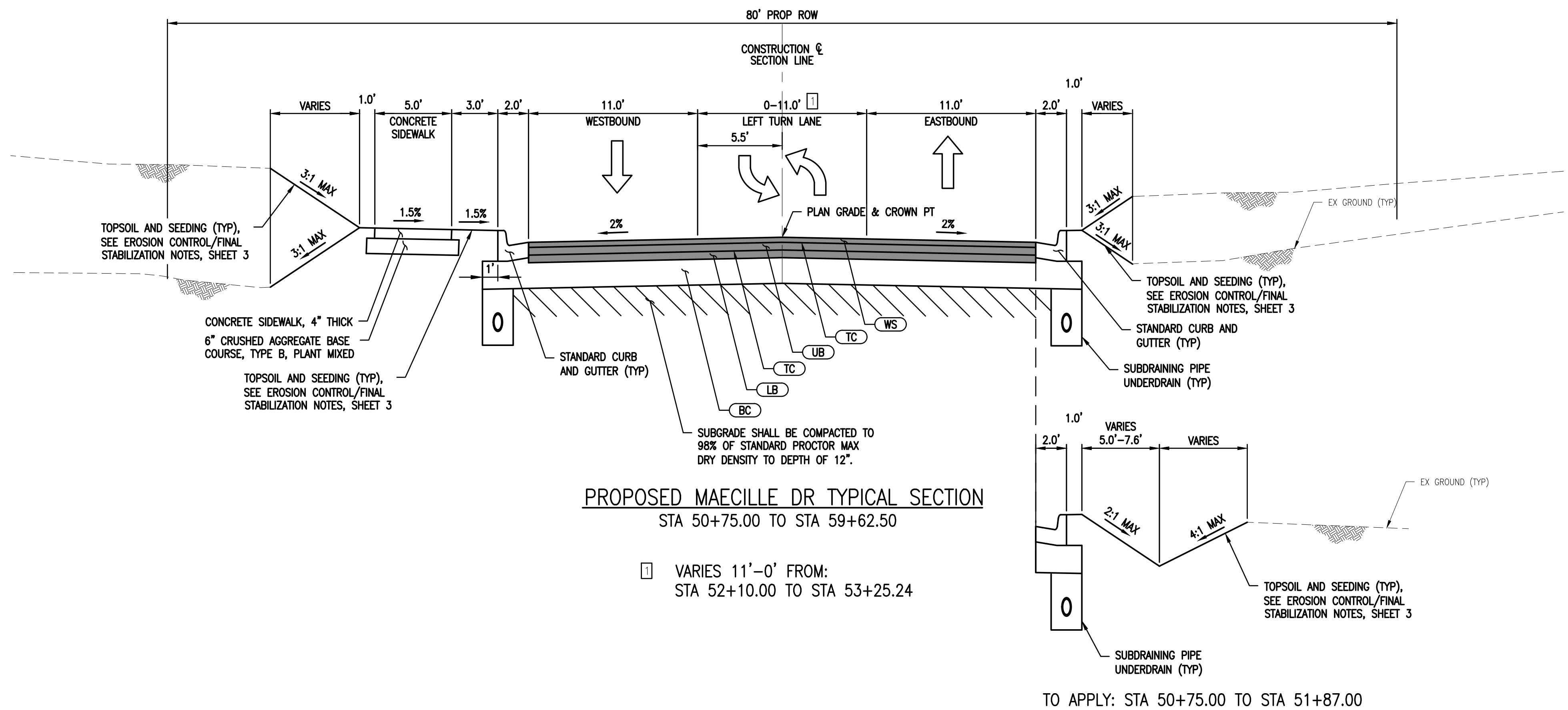
EXHIBIT "A"

SUBJECT PROPERTY DESCRIPTION

A LOT OR PARCEL OF LOCATED IN SECTION 11, SECTION 12, SECTION 13 AND SECTION 14 OF TOWNSHIP 4 SOUTH RANGE 3 WEST OF THE HUNTSVILLE MERIDIAN, LIMESTONE COUNTY ALABAMA, BEGINNING AT THE COMMON CORNER OF SAID SECTION 11, 12, 13 &14; THENCE, SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 1336.43 FEET TO A POINT; THENCE, NORTH 87 DEGREES 20 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 1415.85 FEET TO A POINT; THENCE, NORTH 01 DEGREES 11 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 1289.32 FEET TO A POINT; THENCE, NORTH 00 DEGREES 30 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 1146.46 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 54 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 821.77 FEET TO A POINT; THENCE, NORTH 00 DEGREES 28 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 499.68 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 23 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 644.82 FEET TO A POINT; THENCE, SOUTH 87 DEGREES 43 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 420.22 FEET TO A POINT; THENCE, SOUTH 47 DEGREES 55 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 439.66 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 22 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 1266.64 FEET TO A POINT; THENCE, SOUTH 81 DEGREES 18 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 75.12 FEET TO A POINT; THENCE, SOUTH 89 DEGREES 19 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 467.68 FEET TO A POINT; THENCE, SOUTH 00 DEGREES 10 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 112.57 FEET TO A POINT; THENCE, SOUTH 72 DEGREES 44 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 239.96 FEET TO A POINT; THENCE, SOUTH 06 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 39.22 FEET TO A POINT; THENCE, NORTH 89 DEGREES 51 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 382.06 FEET TO A POINT; THENCE, NORTH 03 DEGREES 16 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 93.24 FEET TO A POINT; THENCE, NORTH 81 DEGREES 31 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 431.08 FEET TO A POINT; THENCE, SOUTH 03 DEGREES 22 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 37.76 FEET TO A POINT; THENCE NORTH 84 DEGREES 39 MINUTES 48 SECONDS WEST A DISTANCE OF 719.47 FEET TO THE POINT-OF-BEGINNING.

SAID PARCEL CONTAINS 118.20 ACRES MORE OR LESS

Exhibit B



DRAWING PATH: P:\9000_8999\9000\22010_Seggers & Maecille_IntersectionDrawings\Civil\Typicals\22010TYP.dwg Jan 19, 2024 - 3:48pm

REVISIONS

DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGETOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
JAN 2024	80822010	JRD	-	KS	LINESTONE	MADISON	1"=5'	NAD83/ALST	NAVD83

CITY OF MADISON, ALABAMA PROJ.#22-039
SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
TYPICAL SECTIONS

COPYRIGHT 2017 OHM ALL DRAWINGS AND WRITTEN MATERIALS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF OHM AND THE SAME MAY NOT BE DUPLICATED, DISTRIBUTED, OR DISCLOSED WITHOUT PRIOR WRITTEN CONSENT OF OHM

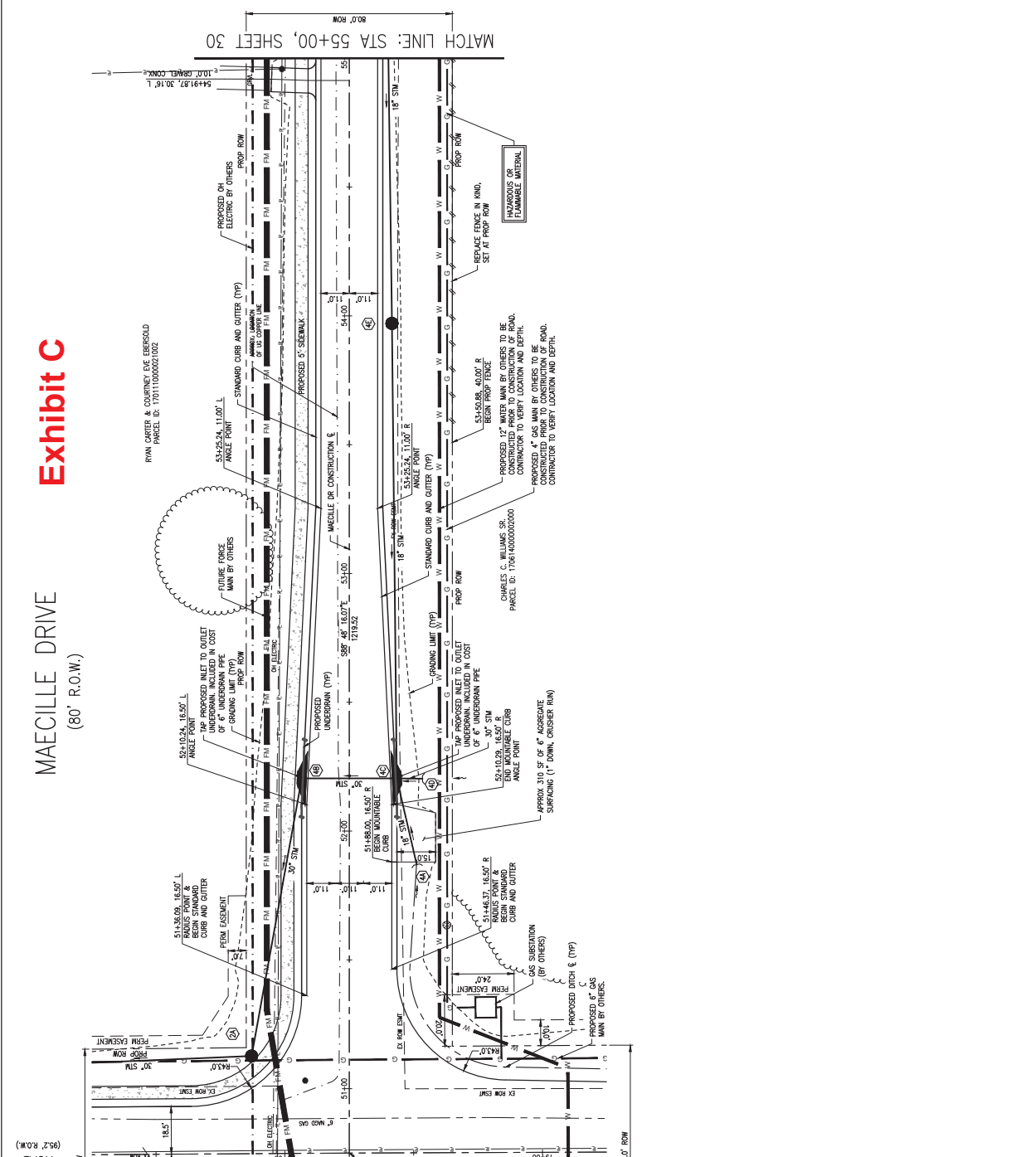


Exhibit C

MAECILLE DRIVE
 (80' R.O.W.)

SEGERS ROAD
 (95.2' R.O.W.)

STORM STRUCTURE TABLE

STRUCTURE	DESCRIPTION	STATION	OFFSET	INV. IN	INV. OUT	ROW EL.
2A	MANHOLE, TYPE M	20+12.67	3.0' F	617.15 (E)	616.83 (N)	624.9
4B	INLET TYPE S, (DOUBLE INNS)	52+55.44	15.4' L	618.12 (E)	618.89 (N)	624.71
4C	INLET TYPE S, (DOUBLE INNS)	52+55.44	15.4' F	618.07 (E)	618.88 (N)	624.71
4E	MANHOLE, TYPE M	53+97.08	16.4' F	624.24 (E)	621.30 (N)	628.79

HEADWALL TABLE

STRUCTURE	DESCRIPTION	STATION	OFFSET	INV. IN	INV. OUT
4A	18" CONCRETE SLOPED PAVED	51+42.00	26.2' F	621.58 (E)	
4D	30" CONCRETE SLOPED PAVED	52+55.21	26.4' F	619.77 (N)	

STORM PIPE TABLE

PIPE SIZE	LENGTH	SLOPE	UPSTREAM INV.	DOWNSTREAM INV.	DESCRIPTION
4A-4C	18"	5.00%	621.58	618.89	ROP
4B-2A	30"	1.70%	618.89	617.15	ROP
4C-4B	30"	3.7	618.88	618.12	ROP
4D-4C	30"	1.00%	619.77	619.77	ROP
4E-4C	18"	1.77	621.30	619.53	ROP
5B-4E	18"	1.00%	624.24	624.24	ROP



ARCHITECTS ENGINEERS PLANNERS
200 10th Ave South, Ste 154
Madison, TN 37120
P: 502.486.6050
OHMADVISORS.COM

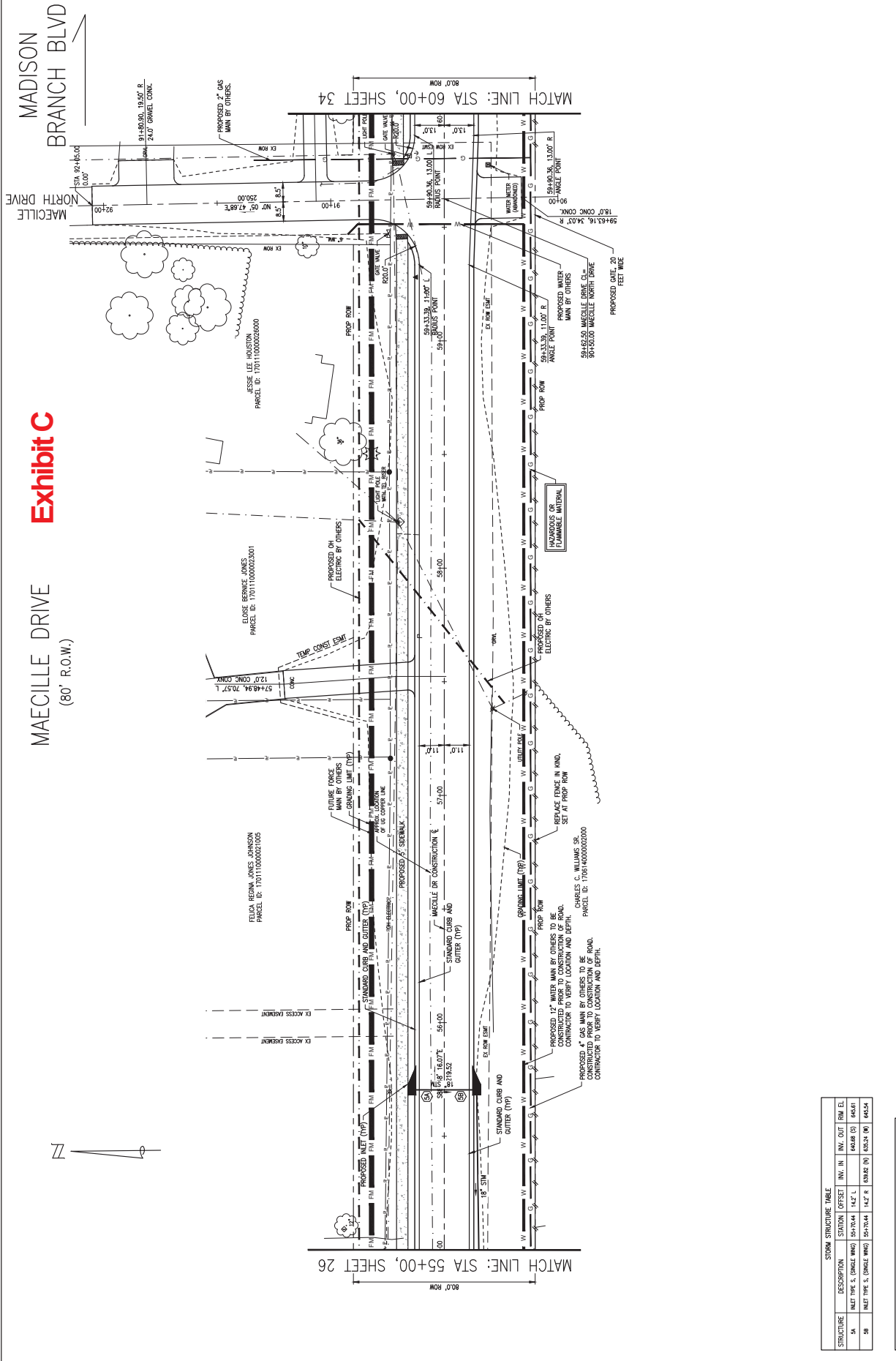


Exhibit C



STORM STRUCTURE TABLE

STRUCTURE	DESCRIPTION	STATION	OFFSET	INV. IN	INV. OUT	FM EL
5A	INLET PIPE S, (ORIG. WWD)	54+73.44	14.2' L	646.68 (S)	646.68 (S)	646.61
5B	INLET PIPE S, (ORIG. WWD)	54+73.44	14.2' R	632.61 (N)	632.61 (N)	645.34

STORM PIPE TABLE

PIPE SIZE	LENGTH	SUPE	UPSTREAM INV.	DOWNSTREAM INV.	DESCRIPTION
18"	28'	3.00%	644.68	639.82	5B

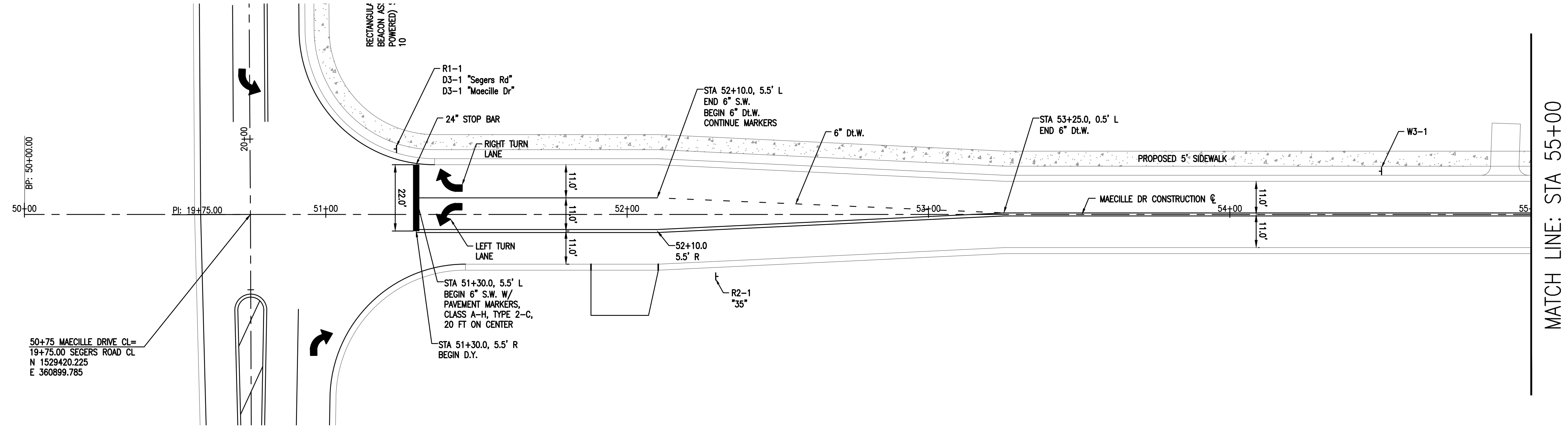
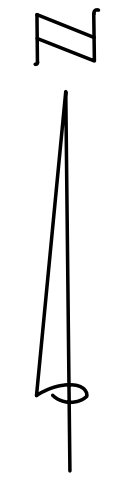
CITY OF MADISON, ALABAMA PROJ#22-039
SEERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
CONSTRUCTION PLAN - MAECILLE DR
STA 55+00 TO STA 60+00

SHEET 30 OF 31

DATE	PROJ. NUMBER	REV.	REVISION

MAECILLE DRIVE (80' R.O.W.)

Exhibit D

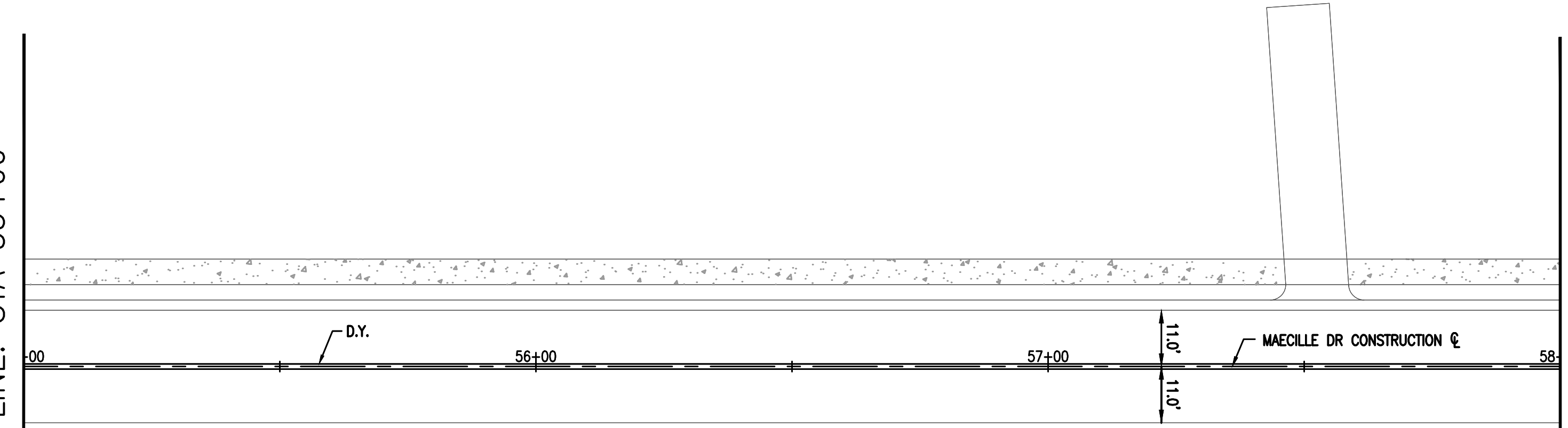


50+75 MAECILLE DRIVE CL =
19+75.00 SEGERS ROAD CL
N 1529420.225
E 360899.785

SEGERS ROAD
(80' R.O.W.)

MATCH LINE: STA 55+00

MATCH LINE: STA 55+00



MATCH LINE: STA 58+00, SHEET 50

PAVT MARKING LEGEND	
DL.W.	DOTTED CLASS 2, TYPE A, TRAFFIC STRIPE (WHITE)
S.W.	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE
S.Y.	SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE
D.Y.	(2) SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE WITH PAVEMENT MARKERS, CLASS A, TYPE 2-D SPACED 40' ON CENTER

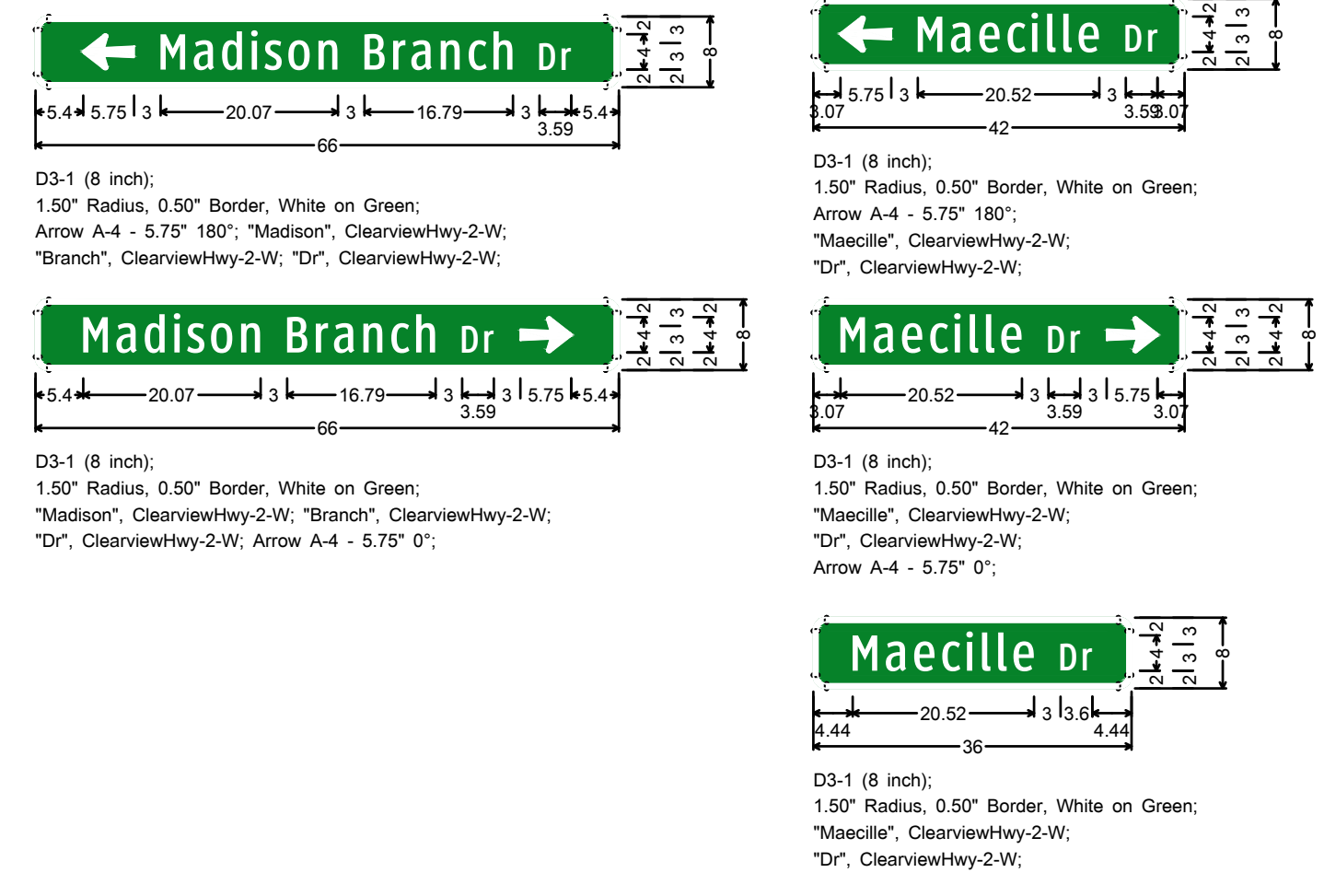
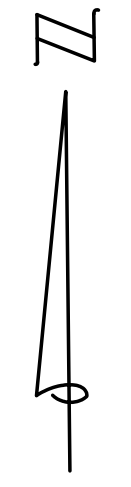
*ALL TRAFFIC STRIPES SHALL BE 4 INCHES IN WIDTH UNLESS OTHERWISE NOTED

STOP LINE, CROSSWALK, YIELD LINE, AND ALL TURN ARROW MARKINGS ARE PAID AS "TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A" AND SHALL BE WHITE.

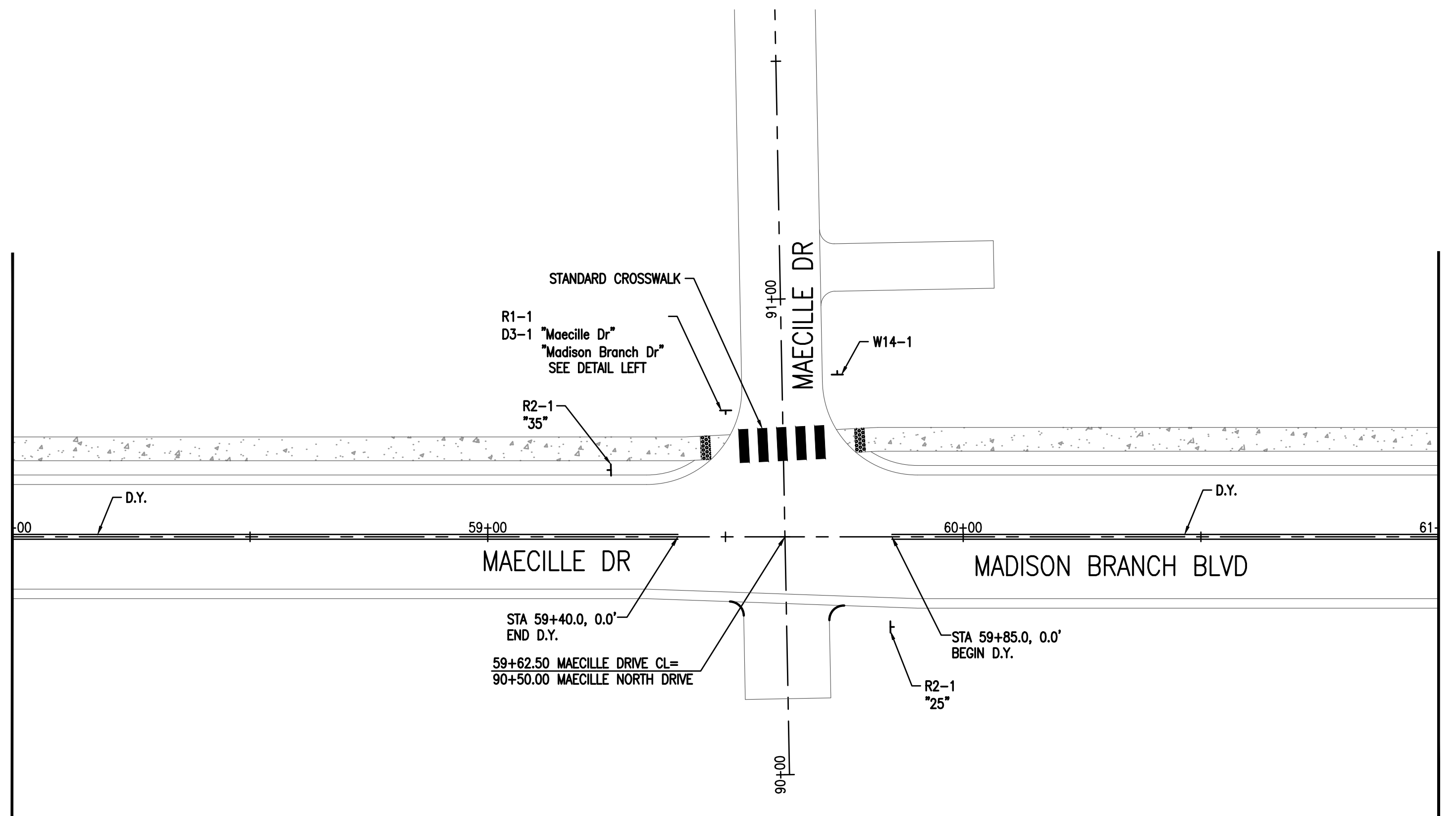
DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
JAN 2024	908202010	JRD	-	KS	LINCOLN	MADISON	H: 1"=20' V: 1"=2'	MAD3 AL EAST	MAD3B

CITY OF MADISON, ALABAMA PROJ.#22-039
SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
PAVEMENT MARKINGS AND SIGNAGE PLAN
POB TO STA 68+00

MADISON BRANCH BLVD (80' R.O.W.)

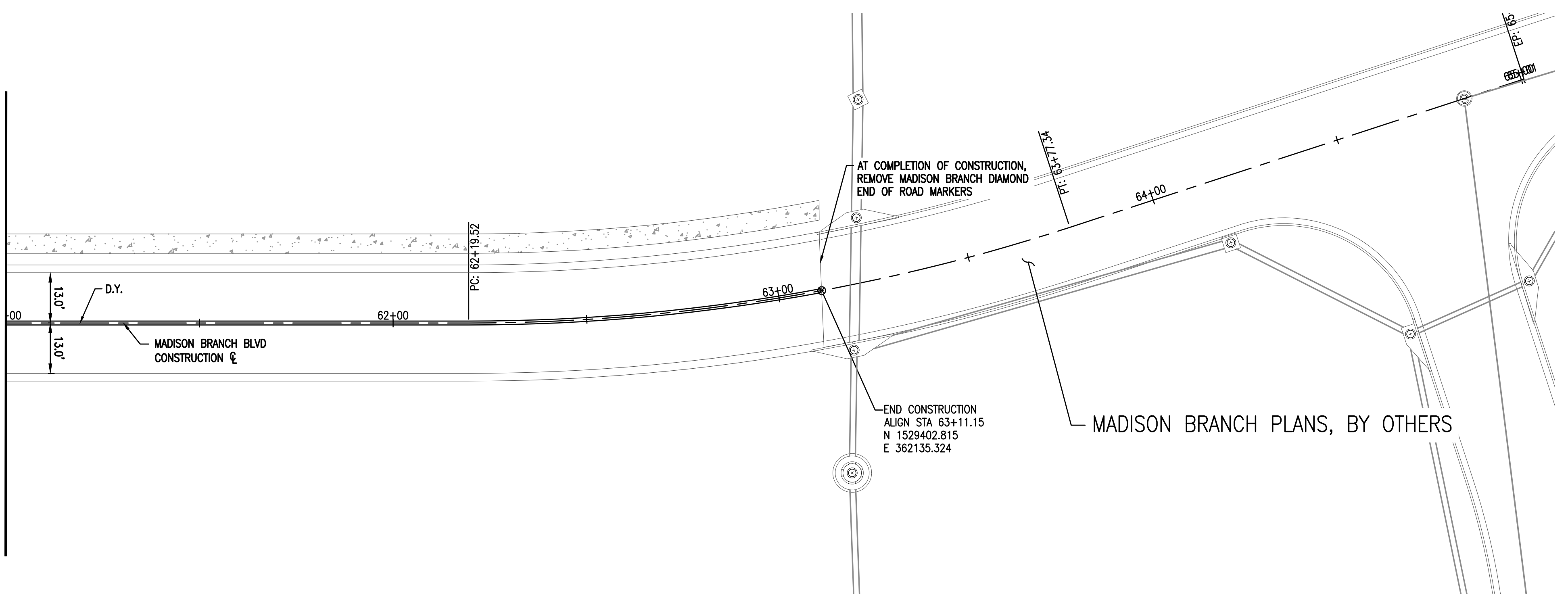


MATCH LINE: STA 58+00, SHEET 49



MATCH LINE: STA 61+00

MATCH LINE: STA 61+00



PAVT MARKING LEGEND	
D.L.W.	DOTTED CLASS 2, TYPE A, TRAFFIC STRIPE (WHITE)
S.W.	SOLID WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE
S.Y.	SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE
D.Y.	(2) SOLID YELLOW, CLASS 2, TYPE A, TRAFFIC STRIPE WITH PAVEMENT MARKERS, CLASS A, TYPE 2-D SPACED 40' ON CENTER

*ALL TRAFFIC STRIPES SHALL BE 4 INCHES IN WIDTH UNLESS OTHERWISE NOTED

STOP LINE, CROSSWALK, YIELD LINE, AND ALL TURN ARROW MARKINGS ARE PAID AS "TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A" AND SHALL BE WHITE.

DATE	PROJ NUMBER	ENG	PROJ INGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
JAN 2024	90822010	JRD	JS	KG	LIMESTONE	MADISON	H: 1"=20' V: 1"=2'	NAD83/AL EAST	NAVD88

CITY OF MADISON, ALABAMA PROJ.#22-039
SEGERS ROAD AND MAECILLE DRIVE INTERSECTION IMPROVEMENTS
PAVEMENT MARKINGS AND SIGNAGE PLAN
STA 60+00 TO PDE

DRAWING PATH: P:\9000_869990822010_Segers & Maecille_IntersectionDrawings\Civil\90822010\OPMS.dwg Jan 19, 2024 4:32pm

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MADISON BRANCH STORM PRICING FOR PH2 ROAD

BID TABULATION

10/23/2024

STORM SYSTEM		UNIT	UNIT PRICE		
1	15" RCP (IN STREET)	LF	\$ 74.00	\$ -	-
2	15" RCP (OUT OF STREET)	LF	\$ 62.00	\$ -	-
3	18" RCP (IN STREET)	LF	\$ 89.00	\$ -	-
4	18" RCP (OUT OF STREET)	LF	\$ 77.00	\$ -	-
5	24" RCP (IN STREET)	LF	\$ 104.00	\$ -	-
6	24" RCP (OUT OF STREET)	LF	\$ 96.00	\$ -	-
7	30" RCP (IN STREET)	LF	\$ 148.00	\$ -	-
8	30" RCP (OUT OF STREET)	LF	\$ 142.00	\$ -	-
9	36" RCP (IN STREET)	LF	\$ 170.00	\$ -	-
10	36" RCP (OUT OF STREET)	LF	\$ 158.00	\$ -	-
13	THROAT INLET	EA	\$ 5,400.00	\$ -	-
14	JCT BOX	EA	\$ 4,600.00	\$ -	-
15	Standard SINGLE-WING INLET	EA	\$ 5,300.00	\$ -	-
16	Standard Double-WING INLET	EA	\$ 6,300.00	\$ -	-
17	Weir Box	EA	\$ 8,000.00	\$ -	-
18	24" S-P Headwall	EA	\$ 2,400.00	\$ -	-
19	24" S-P Headwall (Double Barrel)	EA	\$ 3,000.00	\$ -	-
20	30" S-P Headwall	EA	\$ 2,600.00	\$ -	-
21	36" S-P Headwall	EA	\$ 2,800.00	\$ -	-
22	36" S-P Headwall (Double Barrel)	EA	\$ 3,400.00	\$ -	-
			Subtotal:	\$ -	-

ORDINANCE NO. 2024-353

**AN ORDINANCE VACATING A UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 101 MARQUISE WAY**

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

SECTION 1. That an application has been presented to the Planning & Economic Development Department of the City of Madison on behalf of **Southern Homebuyers, LLC**, requesting the vacation of a portion of a utility & drainage easement located within Lot 12 of Block 1 of Woodfield Subdivision, First Addition and further described as follows:

A 5 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTH LOT LINE OF LOT 12, BLOCK 1 OF WOODFIELD SUBDIVISION, FIRST ADDITION, SAID SUBDIVISION AS SHOWN BY MAP OR PLAT OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 21 AT PAGE 14, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE, ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED: THENCE, FROM THE TRUE POINT OF BEGINNING, AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 156.37 FEET TO A POINT ON A CURVE; THENCE, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 5.28 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 240.40 FEET, (CHORD BEARING & DISTANCE: NORTH 41 DEGREES 45 MINUTES 32 SECONDS WEST, 5.28 FEET); THENCE, ALONG A LINE THAT IS 5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12, NORTH 66 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 155.02 FEET TO A POINT; THENCE, ALONG A LINE THAT IS 5 FEET SOUTH OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12, SOUTH 54 DEGREES 24 MINUTES 27 SECONDS EAST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 778 SQUARE FEET, MORE OR LESS.

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

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

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

READ, PASSED, AND ADOPTED this ____ day of November 2024.

*Ordinance No. 2024-353
Vacation of Easement – 101 Marquise Way
Page 1 of 2*

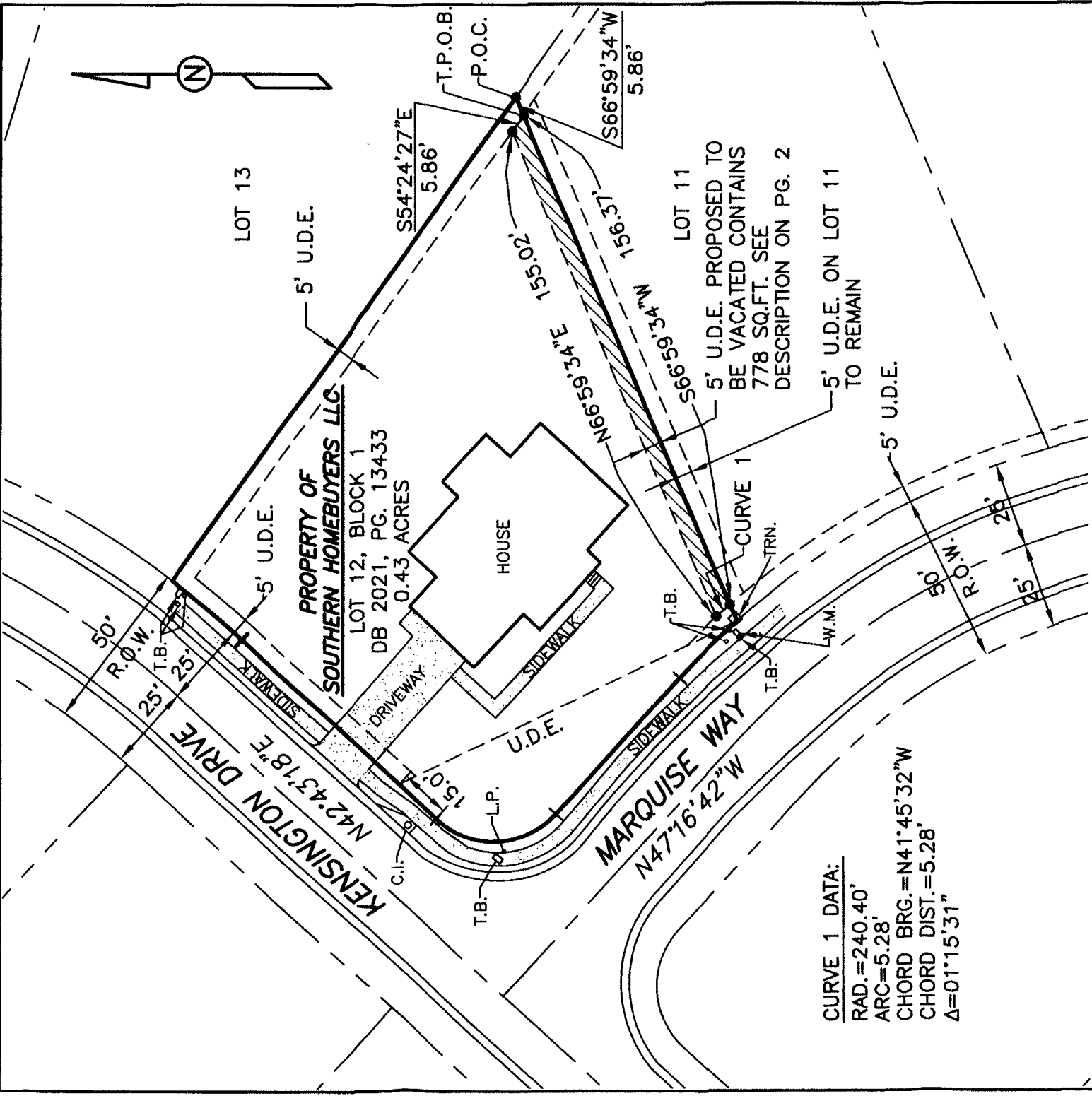
John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2024.

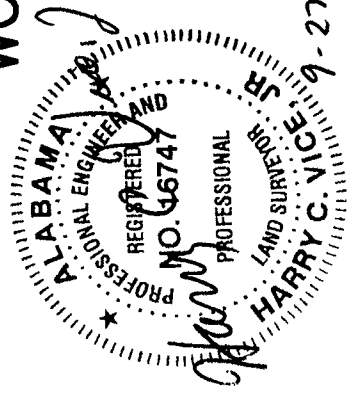
Paul Finley, Mayor
City of Madison, Alabama



CURVE 1 DATA:
 RAD.=240.40'
 ARC=5.28'
 CHORD BRG.=N41°45'32"W
 CHORD DIST.=5.28'
 Δ=01°15'31"

EASEMENT VACATION PLAT FOR LOT 12, BLOCK 1 WOODFIELD FIRST ADDITION

101 MARQUISE WAY
 MADISON, ALABAMA



9-27-24
 HARRY C. VICE, JR.

- ABBREVIATIONS:**
 T.B. = TELECOMMUNICATIONS JUNCTION BOX
 TRN. = ELECTRICAL TRANSFORMER
 L.P. = LIGHT POLE
 W.M. = WATER METER
 C.I. = CURB INLET
- NOTES:**
 1. PLAN FOR APPLYING FOR EASEMENT VACATION. NOT A BOUNDARY SURVEY.
 2. U.D.E.= UTILITIES AND DRAINAGE EASEMENT

EASEMENT VACATION PLAT FOR LOT 12, BLOCK 1, WOODFIELD FIRST ADDITION	
101 MARQUISE WAY MADISON, ALABAMA	
SCALE: 1" = 40'	PREPARED BY: HARRY C. VICE, JR., P.E., P.L.S. VICE ENGINEERING & SURVEYING
PAGE NO: 1 OF 2	1506 MARKS DRIVE HARTSELLE, ALABAMA 35640
DWG. DATE: 9-27-24	PHONE: 256-612-1501 E-MAIL: hvic@bellsouth.net

Parent Tract Description

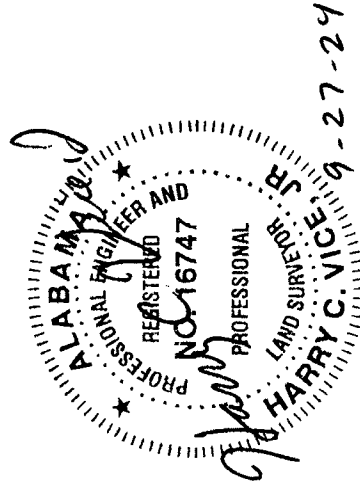
Lot 12, Block 1, according to the map or survey of Woodfield Subdivision, First Addition, as same appears of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 21, Page 14.

Description of Utilities and Drainage Easement Proposed for Vacation

A 5 feet wide utilities and drainage easement lying along the south lot line of Lot 12, Block 1 of Woodfield Subdivision, First Addition, said subdivision as shown by map or plat and of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book 21 at Page 14, said easement being more particularly described as follows:

Commencing at the Southeast corner of said Lot 12, thence, along the south line of said Lot 12, S 66° 59' 34" W, a distance of 5.86 feet to the True Point of Beginning of the easement herein described:

Thence, from the True Point of Beginning, and continuing along the south line of said Lot 12, S 66° 59' 34" W, a distance of 156.37 feet to a point on a curve; thence, along a curve to the left an arc distance of 5.28 feet to a point, said curve having a radius of 240.40 feet, (chord bearing & distance: N 41° 45' 32" W, 5.28 feet); thence, along a line that is 5 feet north of and parallel to the south line of said Lot 12, N 66° 59' 34" E, a distance of 155.02 feet to a point; thence, along a line that is 5 feet south of and parallel to the northeasterly line of said Lot 12, S 54° 24' 27" E, a distance of 5.86 feet to the True Point of Beginning, and containing 778 square feet, more or less.



**EASEMENT VACATION PLAT
FOR LOT 12, BLOCK 1,
WOODFIELD FIRST ADDITION**

101 MARQUISE WAY
MADISON, ALABAMA

SCALE: 1" = 40'

PAGE NO: 2 OF 2

DWG. DATE: 9-27-24

PREPARED BY:
HARRY C. VICE, JR., P.E., P.L.S.
VICE ENGINEERING & SURVEYING
1506 MARKS DRIVE
HARTSELLE, ALABAMA 35640
PHONE: 256-612-1501
E-MAIL: hvic@bellsouth.net

This instrument prepared by: Megan Zingarelli, City Attorney, City of Madison, 100 Hughes Road, Madison, Alabama 35758

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

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

A 5 FOOT WIDE UTILITY AND DRAINAGE EASEMENT LYING ALONG THE SOUTH LOT LINE OF LOT 12, BLOCK 1 OF WOODFIELD SUBDIVISION, FIRST ADDITION, SAID SUBDIVISION AS SHOWN BY MAP OR PLAT OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA, IN PLAT BOOK 21 AT PAGE 14, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 12, THENCE, ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED: THENCE, FROM THE TRUE POINT OF BEGINNING, AND CONTINUING ALONG THE SOUTH LINE OF SAID LOT 12, SOUTH 66 DEGREES 59 MINUTES 34 SECONDS WEST, A DISTANCE OF 156.37 FEET TO A POINT ON A CURVE; THENCE, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 5.28 FEET TO A POINT, SAID CURVE HAVING A RADIUS OF 240.40 FEET, (CHORD BEARING & DISTANCE: NORTH 41 DEGREES 45 MINUTES 32 SECONDS WEST, 5.28 FEET); THENCE, ALONG A LINE THAT IS 5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12, NORTH 66 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 155.02 FEET TO A POINT; THENCE, ALONG A LINE THAT IS 5 FEET SOUTH OF AND PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 12, SOUTH 54 DEGREES 24 MINUTES 27 SECONDS EAST, A DISTANCE OF 5.86 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 778 SQUARE FEET, MORE OR LESS.

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

IN WITNESS WHEREOF, the City of Madison, Alabama, a municipal corporation, has hereunto set its hand and seal this ____ day of November, 2024.

City of Madison, Alabama,
a municipal corporation

Attest:

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

Lisa D. Thomas
City Clerk-Treasurer

*Quitclaim Deed
101 Marquise Way, U&D VOE
Page 1 of 2*

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the _____ day of November 2024.

Notary Public

RESOLUTION NO. 2024-360-R

**A RESOLUTION AUTHORIZING AGREEMENT WITH THE NORTH ALABAMA
HIGHWAY SAFETY OFFICE FOR TRAFFIC SAFETY GRANT FUNDS**

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert, II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

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

Both

Traffic Enforcement Agreement

Fiscal Period: October 01, 2024 – September 30, 2025

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

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2025-FP-CP-024.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the ADECA/LETS Region 1 which consist of the following (16) North Alabama Counties of Colbert, Cullman, De Kalb, Fayette, Franklin, Jackson, Lamar, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Walker, & Winston.

NAHSO will also assist in the administration of funds in the ADECA/LETS Region 2, which consists of the following counties (11) of Blount, Calhoun, Cherokee, Cleburne, Coosa, Elmore, Etowah, Jefferson, Shelby, St. Clair, & Talladega.

The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: **Madison City Police Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2024 through September 30, 2025; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

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

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

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

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

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant**, (7.) **City or County overtime policy**. The above-mentioned paperwork should be kept on file by each agency for no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

In order to receive funding, each participating agency will be required to have an “**Electronic Signature Policy** in place and **will be required to submit a copy of their respective agency’s policy as part of this funding agreement.**”

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

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

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

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

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

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

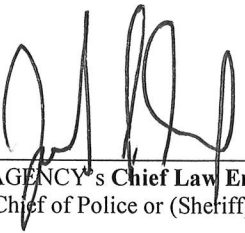
Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance program requirements, as set forth by NAHSO, with final approval by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

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

Signatures required:

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

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


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

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

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

Eddie Russell
Printed Name of Region Director

WRITTEN OVERTIME POLICY

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

TIME SHEETS;

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

WORK WEEK:

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

HOURS OF WORK:

A normal shift consists of 8 | 12 continuous hours with 1 hour for lunch. The

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

OVERTIME PAY BEGINS:

- A. Overtime pay shall begin after 8 | 12 hours of continuous work for a given day.
- B. Overtime pay shall begin after 40 hours of work for a given WORK WEEK.

PAID HOURS NOT WORKED:

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

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

Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

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

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

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

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

Chief Elected Official OR Chief Law Enforcement Official

Date _____

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

NAME: Madison Cartee / Sgt. Michael Dixon
Printed

Phone Number: (256) 772-5686 / (256) 701-0561

Email: madison.cartee@madisonal.gov / michael.dixon@madisonal.gov

DATES TO REMEMBER

GRANT	Funding Ends	Final Claim Due
STEP Grant	Friday, August 8, 2025	Friday, August 15, 2025
Imp Drive	Friday, August 8, 2025	Friday, August 15, 2025
Click it or Ticket	Sunday, June 1, 2025	Friday, June 13, 2025
Drive Sober	Monday, September 1, 2025	Friday, September 12, 2025

Participating Agency Risk Assessment Form

Agency Name:	Madison Police Department
Date:	10/23/2024
Printed Name:	Madison Cartee
Signature:	<i>Madison Cartee</i>

Respond by ✓

1. Has Agency participated in High Visibility Enforcement Campaigns within the last 2 years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
2. Has the Agency's Coordinator and/or Financial staff been consistent for 2 or more years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
3. Has the Agency Sheriff/Chief been in place for 2 or more years?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
4. Has the Agency had a lot of officer Turnover? If Yes, please describe below.	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> N/A
5. Does Agency primarily use eCite?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
6. If no above, does Agency have a way to validate written warnings and/or citations?	<input type="radio"/> Yes	<input type="radio"/> No	<input checked="" type="radio"/> N/A
7. Does Agency have a policy requiring calling dispatch for traffic stops?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
8. Does Agency have a policy on ride-a-longs during enforcement shifts?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
9. Does Agency have a policy on unmarked cars conducting High Visibility Enforcement?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
10. Will there be a separate review of staff shift paperwork?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
11. Does your Agency Write Citations as a Primary way of generating Revenue for the City/County/Your PD	<input type="radio"/> Yes	<input checked="" type="radio"/> No	<input type="radio"/> N/A
12. Does the Agency have Draeger Operators?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
13. Does the Agency have policies in place to prevent extended overtime shifts (over 12 hours)?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
14. Does Agency cap overtime shifts worked on grant projects during a pay period?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
15. Does the agency have an Electronic Signature Policy?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
16. Does Agency have adequate dispatch resources?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A

Response total: (THIS LINE TO BE COMPLETED BY NAHSO STAFF ONLY)

RESOLUTION NO. 2024-364-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR A MENTAL HEALTH WELL-BEING INSTRUCTOR

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 Shaquetta Williams, a mental health instructor, to conduct classes on mental well-being for adults and senior citizens, 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.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Shaquetta Williams, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains a facility known as the City of Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional instructor in mental health to provide classes for adults and senior citizens; and

WHEREAS, Contractor is a unique provider of these services.

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for teaching courses on mental health wellbeing which shall include classes on depression management, managing stress and anxiety, life after retirement, and caregiver support. Classes shall be scheduled at mutually agreed-upon days and times by the City and the Contractor, and the Contractor shall have sole responsibility for the manner in which such classes and/or training is conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
 - 3. Contractor may be allowed to store her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall maintain an accurate roll for all classes/training she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 - 5. The Contractor’s classes shall be offered only to adults eighteen (18) years of age or older and senior citizens.
- B. Contractor 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. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.

- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department’s volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of \$25.00 to \$40.00 per participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor’s classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City's provision of work space or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of the other party's suspension of performance.

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed to:
Shaquetta Williams
info@safespacetherapyal.org

SECTION ELEVEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. 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.

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

and seals on the day and year respectively noted.

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

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COUNTY OF MADISON §

§

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa 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 November 2024.

Notary Public

(Signature Page To Follow)

Shaquetta Williams, Contractor

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

§

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Shaquetta Williams, whose name is signed to the foregoing instrument and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the _____ day of November 2024.

Notary Public

RESOLUTION NO. 2024-365-R

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR BREAD MAKING INSTRUCTOR CLASSES

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 Courtenay Fults, to conduct classes on making sourdough bread at the Madison Community Center for adults, 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.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ___ day of November 2024.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Courtenay Fults, hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, the City owns and maintains the City of Madison Community Center; and

WHEREAS, the City desires to obtain the services of a professional instructor in sourdough and bread making; and

WHEREAS, Contractor is a unique provider of these services;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Contractor will provide the following services to the City:
 - 1. Contractor shall be responsible for sourdough and bread-making instruction to include teaching the processes of making sourdough and creating sourdough focaccia. Classes shall be scheduled at mutually agreed-upon days and times by the City and the Contractor, and the Contractor shall have sole responsibility for the manner in which such classes and training sessions are conducted.
 - 2. Contractor shall be responsible for cleanup and the return of equipment to proper locations after each class she teaches.
 - 3. Contractor may be allowed to store her own equipment in City-provided space, at the sole discretion of the Director of Parks and Recreation. The City shall not be responsible for any damage to and/or loss of Contractor’s equipment.
 - 4. Contractor shall maintain an accurate roll for all classes/training she conducts and shall provide enrollment lists and attendance records to the City upon request and as otherwise provided in this Agreement.
 - 5. The Contractor’s classes shall be offered only to adults eighteen (18) years of age or older and senior citizens.
- B. Contractor 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, as well as regulations pertaining to health and food service. Contractor further agrees to observe all City recreation and safety policies, as well as generally recognized training safety standards and policies.

- C. Contractor shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carrying out the services required by this Agreement. Contractor shall perform all services in accordance with the provisions of this Agreement. Contractor alone shall be responsible for the legality, safety, efficiency, and adequacy of the services performed hereunder.
- D. Contractor shall hold a City of Madison business license, as well as any appropriate and necessary governmental and industry-specific licenses and permits. Contractor shall obtain and maintain all necessary licensing for food service throughout the term of this agreement and shall have sole responsibility for maintaining and observing any applicable regulations of the Alabama Department of Public Health and the Madison County Health Department. It is the sole responsibility of the Contractor to obtain the same in a timely manner relevant to the performance of the work contemplated hereunder.
- E. Contractor agrees to submit to a criminal background check conducted pursuant to the City of Madison Parks and Recreation Department's volunteer background check policy.

SECTION TWO: FEE/EXPENSE STRUCTURE

The City shall charge and collect course fees of \$50.00 to \$65.00 per participant in advance of class dates. The City shall collect all fees and shall remit ninety percent (90%) of gross revenues from each class to the Contractor. The City will retain ten percent (10%) of gross revenues from classes in consideration for use of the City facility.

Contractor shall be responsible for accounting for and remitting any applicable federal, state, and local taxes. Gross revenues include but are not limited to all monies collected pursuant to Contractor's classes, registration fees, and any related expenses, charges, and fees. City shall maintain accurate enrollment lists and payment records for each class.

SECTION THREE: INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to hold harmless and indemnify the City from and against all injuries, deaths, damages, losses, liabilities, judgments, costs, and expenses to the extent caused by the willful, intentional, or negligent acts, errors and/or omissions of Contractor in performance of the work or services rendered pursuant to the instant Agreement. This promise to indemnify shall survive the expiration of this Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives

notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

SECTION FIVE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees or students of Contractor are not nor shall be deemed to be employees or students of City, and employees of City are not nor shall they be deemed to be employees of Contractor.

It is specifically agreed by the parties that the City's provision of workspace or the making of other accommodations for Contractor to perform portions of his work is merely for the City's convenience and is not intended to indicate or create an employer-employee relationship or confer any employment rights or benefits whatsoever on Contractor, including, but not limited to, worker's compensation and health insurance.

SECTION SEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period of the other party's suspension of performance.

SECTION EIGHT: ASSIGNMENT

Contractor shall not assign or transfer this Agreement or any part thereof without the express, written consent of City.

SECTION NINE: ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Contractor and City. This Agreement supersedes all other agreements between the parties.

SECTION TEN: NOTICES

All notices to City shall be addressed to:
City of Madison Parks and Recreation Department
100 Hughes Road
Madison, Alabama 35758

With a copy to:
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed to:
Courtenay Fults
thesourcrumb@gmail.com

SECTION ELEVEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION TWELVE: IMMIGRATION LAW

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

SECTION THIRTEEN: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. 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.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §

§

COUNTY OF MADISON §

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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 November 2024.

Notary Public

(Signature Page To Follow)

Courtenay Fults, Contractor

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Courtenay Fults, whose name is signed to the foregoing instrument and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this the _____ day of November 2024.

Notary Public

RESOLUTION NO. 2024-366-R**A RESOLUTION APPROVING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH SHARON RIVERS OFFICIATING**

WHEREAS, on December 13, 2021, the City Council of the City of Madison, Alabama, authorized Resolution Number 2021-375-R executing a Professional Services Agreement (the "Agreement") with Sharon River Officiating (the "Contractor") for the provision of basketball officials for the 2021-2022 Madison Recreation League season; and

WHEREAS, pursuant to Resolution No. 2022-70-R the Council approved the first amendment to the Agreement expanding the scope of the Agreement to include adult and youth sports for the City's spring and summer activities, including youth and adult volleyball games and softball games; and

WHEREAS, the Parks and Recreation Department has requested that Contractor provide officiating services for youth and adult volleyball, youth and adult basketball, and adult softball as well as scorekeeping and line judging services.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized to execute the proposed amendment to the agreement with Sharon Rivers Officiating to provide officials for adult and youth sports for the City's spring and summer activities, to include basketball, volleyball, and softball games as well as scorekeeping and line judge services; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 12th day of November 2024.

John D. Seifert II, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of November 2024

Paul Finley, Mayor
City of Madison, Alabama

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, hereinafter referred to as the “City,” and Sharon Rivers, a sole proprietor, d/b/a Sharon Rivers Officiating, hereinafter referred to as the “Contractor.”

RECITALS:

WHEREAS, by virtue of the passage of Resolution Number 2021-375-R, the City Council of the City of Madison, Alabama, authorized the City’s entry into a Professional Services Agreement (“Agreement”) with Contractor for professional services to provide basketball officials for the 2021-2022 Madison Recreation League season; and

WHEREAS, the Agreement became effective on January 4, 2022, and Section 1 of said Agreement outlined the services to be provided by Consultant; and

WHEREAS, said Agreement was amended by virtue of the passage of Resolution Number 2022-70-R which Agreement became effective March 16, 2022, to include officiating services for additional adult and youth sports activities; and

WHEREAS, the City wishes to further amend the Agreement to provide officiating services for future sports seasons, as well as additional services for scorekeepers and line judges for volleyball and other sports, as specified by the Parks and Recreation Director;

NOW, THEREFORE, in consideration of the foregoing premises and the parties’ respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

A. Amendments to Agreement.

1. Section 1.A. of the Agreement is hereby amended in its entirety as follows:

A. Scope of Work: Pursuant to the provisions of this Agreement, Contractor shall provide the following services for the City:

- 1. Officiating Services: Contractor shall provide the appropriate number of officials for City recreational sports leagues, including but not limited to basketball, softball, and volleyball as requested by the Parks and Recreation Director. Each season’s schedule and any updates shall be mutually agreed upon by both parties.
- 2. Additional Services for Scorekeepers and Line Judges: Contractor agrees to provide scorekeepers and line judges as required for volleyball and other sports.
- 3. Acknowledgement of City and League Regulations: Contractor acknowledges that City reserves the right to prohibit the use of officials who are not performing according to the standards of the league and the standards and regulations of the City and the Parks and Recreation Department.

2. Section 2 of the Agreement entitled, Fee/Expense Structure, is hereby amended in its entirety as follows:

Contractor shall staff each game, and City shall pay Contractor as follows:

1. Volleyball: Contractor shall provide two (2) officials for each youth and adult volleyball game at the rate of **thirty-five dollars (\$35.00)** per official, per game.
2. Basketball: Contractor shall provide two (2) officials for each youth and adult basketball game at the rate of **thirty-five dollars (\$35.00)** per official, per game.
3. Softball: Contractor shall provide one (1) official for each adult softball game at the rate of **forty-five dollars (\$45.00)** per game.
4. Scorekeepers and Line Judges: Contractor shall provide two to three (2 to 3) per game depending on the sport. The fees for these services shall be **thirteen dollars (\$13.00)** per game.
5. Additional Services: Upon request from the Director of Parks and Recreation, Contractor shall provide officiating services for other games at the rate of **thirty-five dollars (\$35.00)** per official, per game.
6. Invoices & Payments: Contractor is solely responsible for submission of monthly detailed invoices outlining the work performed and the payment due from City, terms net thirty (30) days.

3. Section 4 of the Agreement, entitled “Term,” is hereby amended in its entirety as follows:

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. The term of this agreement shall be for one (1) year from the date of commencement, and the Agreement shall continue in force from year to year, unless either party gives notice of its intent to terminate thirty (30) calendar days in advance of the anniversary date of commencement.

B. Remainder.

Unless specifically amended herein, all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

C. Effective Date.

The foregoing Amendment shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date that this Amendment comes into effect.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Amendment 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

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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

Sharon Rivers Officiating, a sole proprietorship

By: _____
Sharon Rivers, Owner

Date: _____

STATE OF ALABAMA

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COUNTY OF MADISON

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I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Sharon Rivers, whose name as Owner of Sharon Rivers Officiating, a sole proprietorship, is signed to the foregoing instrument and who is, or who has been made, known to me acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability corporation.

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

Notary Public