



Agenda
REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF MADISON, ALABAMA
6:00 PM
Council Chambers
June 26, 2023

AGENDA NO. 2023-12-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 John Dees, CrossPointe Church
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL OF ELECTED GOVERNING OFFICIALS
5. AMENDMENTS TO AGENDA
6. APPROVAL OF MINUTES
 - A. Minutes No. 2023-11-RG, dated June 12, 2023
7. PRESENTATIONS AND AWARDS
8. PUBLIC COMMENTS-PERTAINING TO AGENDA

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

9. CONSENT AGENDA AND FINANCE COMMITTEE REPORT
 - A. Regular and periodic bills to be paid
 - B. **Resolution No. 2023-198-R:** Authorizing a Request for Services Agreement with New World (a Tyler ERP Solution) for the creation of Positive Pay transmittal file for additional banking security in the amount of \$2,800 (to be paid from Finance Department budget)

- C. **Resolution No. 2023-203-R:** Authorizing the acceptance of renewal Quote No. 26144097 from ESRI, Inc. for software maintenance services from August 1, 2023 through September 30, 2024 in the amount of \$4,493.43 (to be paid from Fire Department budget)
- D. **Resolution No. 2023-204-R:** Designating Synovus Bank as depository for certain City bank accounts and further designating authorized signatures on said accounts
- E. **Resolution No. 2023-213-R:** Acceptance of AMIC Settlement Claim No. 059436AK in the amount of \$2,1668.19 with a deductible of \$500.00 for damaged caused by collision.
- F. **Resolution No. 2023-217-R:** Providing for the disposition of personal property of negligible value (1 L-shaped desk, 1 standalone desk, 2 office chairs, 1 file cabinet) via online auction through GovDeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison
- G. Authorization of partial payment to Barge Design Solutions, Inc. in the amount of \$34,254.86 on Project No. 19-047 | Wall Triana and I-565 Improvements (Invoice No. 210536, PO No. 2022-1151, April 1, 2023 - May 26, 2023) (to be paid from 2015-A Bond account)
- H. Authorization of payment to Wiregrass Construction in the amount of \$15,289.51 on Project No. 20-028 | Middle School Infrastructure (Estimate No. 17 for work performed from April 1 - May 31, 2023 -- Bid No. 2021-008-ITB) (to be paid from 2020-A Bond account)
- I. Authorization to solicit bids for the construction of Project No. 22-019 (Downtown Warehouse ditch piping)
- J. Acceptance of the following donation to be deposited into the Senior Center Donation account: T. Colopy in the amount of \$20.00

10. PRESENTATIONS OF REPORTS

MAYOR PAUL FINLEY

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

COUNCIL DISTRICT NO. 3 TEDDY POWELL

COUNCIL DISTRICT NO. 4 GREG SHAW

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

- A. **Resolution 2023-205-R:** Authorizing the archiving and live-streaming of the June 21, 2023 video of City Council Work Session meeting

COUNCIL DISTRICT NO. 6 KAREN DENZINE

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

11. BOARD/COMMITTEE APPOINTMENTS

12. PUBLIC HEARINGS

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

13. DEPARTMENT REPORTS

ENGINEERING

- A. **Resolution No. 2023-196-R**: Authorizing a Professional Services Agreement with Barge Design Solutions in an amount not to exceed \$17,500.00 for a FEMA No-Rise Certification on Project No. 23-012 | Balch and Browns Ferry Intersection Improvement (to be paid from Engineering Department budget)
- B. **Resolution No. 2023-206-R**: Acceptance of Acadia at Arlington Park into the City of Madison Maintenance Program
- C. **Resolution No. 2023-207-R**: Acceptance of Bradford Station, Phase 2, into the City of Madison Maintenance Program
- D. **Resolution No. 2023-208-R**: Acceptance of Windermere Subdivision, Phase 2, into the City of Madison Maintenance Program
- E. **Resolution No. 2023-219-R**: Acceptance of Greenbriar Hills Phase 4 into the City of Madison Maintenance Program

FIRE & RESCUE

- A. **Resolution No. 2023-216-R**: Authorizing contract with Huntsville Design and Construction, Inc. to make repairs to the front stucco above the bay doors of Fire Station 1 in the amount of \$5,567.00 (to be paid from Fire & Rescue Department budget)

LEGAL

- A. **Proposed Ordinance No. 2023-134**: Authorizing a Franchise Agreement with Knology of Huntsville, Inc (doing business as WOW!) for the operation and maintenance of a cable and broadband system within the City of Madison (First Reading)
- B. **Proposed Ordinance No. 2023-188**: Amending City Code Section 2-42(4) Order of Agenda Items (First Reading 05/22/2023)

PLANNING

- A. **Proposed Ordinance No. 2023-190**: Vacation of a portion of a utility and drainage easement located at 103 Willow Pond Drive within Willow Creek Subdivision (First Reading 06/12/2023)

POLICE

- A. **Resolution No. 2023-201-R**: Authorizing an Agreement with Madison Board of Education for additional SRO for 2023-2024 School Year.
- B. **Resolution No. 2023-202-R**: Authorizing an agreement with Madison Board of Education for Crossing Guards for 2023-2024 School Year.
- C. **Resolution No. 2023-218-R**: Authorizing the submission of Department of Justice Bullet-proof Vest Grant Application (\$11,125 to be paid from grant funding and \$11,125 in matching funds to be paid from Police Department budget)

RECREATION

- A. **Resolution No. 2023-209-R**: Authorizing a contract with Baseline Sports Construction, LLC for construction of open-air pickleball courts in the amount of \$514,535.00 (to be paid from Fund 38)

- B. **Resolution No. 2023-212-R:** Authorizing a contract with InZone, LLC, doing business as Hall of Fame Course Design, for the design and installation of an 18-hole disc golf course at Sunshine Oaks Park in the amount of \$56,920 (to be paid from Fund 38)

14. ADDITIONAL 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

15. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

16. ADJOURNMENT

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

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



**MINUTES NO. 2023-11-RG
REGULAR CITY COUNCIL MEETING
OF MADISON, ALABAMA
June 12, 2023**

The meeting was broadcast live on Wow! Channel 42 and online streaming at www.madisonal.gov/viewmeetings. Anyone who did not want to attend the meeting in person, but wanted to participate in Public Comments or Hearings were encouraged to contact the City Clerk or Mayor's Office via telephone or email to submit comments or questions, or text the word "Comment" to 938-200-8560

The Madison City Council met in regular session on Monday, June 12, 2023, at 6:00 p.m. in the Council Chambers of the Madison Municipal Complex, Madison, Alabama. Noting that a quorum was present, the meeting was called to order at 6:00 p.m. by Council President Ranae Bartlett.

Pastor Vince Stiffler, with The Cross Pointe Church provided the invocation followed by the Pledge of Allegiance led by Council President 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	Arrived at 6:13
Council District No. 4 Greg Shaw	Present
Council District No. 5 Ranae Bartlett	Present
Council District No. 6 Karen Denzine	Present
Council District No. 7 John Seifert	Present

City Officials in attendance were: City Clerk-Treasurer Lisa D. Thomas, Deputy City Clerk-Treasurer Kerri Sulyma, City Attorney Brian Kilgore, City Engineer Michael Johnson, Director of Information Technology Chris White, Information Technology Support Technician Garrett Gillott, Police Chief Johnny Gandy, Director of Human Resources Megan Zingarelli, Director of Development Services Mary Beth Broeren, Director of Public Works Kent Smith, and Director of Parks & Recreation Kory Alfred

Public Attendance registered: Margi Daly, Bruce Puffer, Jennifer Coe, Grant Carodine

AMENDMENTS TO AGENDA

City Attorney Brian Kilgore requested the following amendment to **Proposed Ordinance No. 2023-164**: Amending the Grounds Regulations for cleaning, restoring and removal of headstones from the City of Madison Municipal Cemeteries (First Reading), to be moved to another agenda.

Council President Bartlett confirmed that it would be deferred to another agenda. With no other amendments, Council President Bartlett approved the amendment to the agenda.

APPROVAL OF MINUTES

MINUTES NO. 2023-05-WS, DATED MAY 17, 2023

Council Member Seifert moved to approve Minutes No. 2023-05-WS. Council Member Spears seconded. The vote was taken and recorded as follows:

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

Motion carried.

MINUTES NO. 2023-09-RG DATED MAY 22, 2023

Council Member Spears moved to approve Minutes No. 2023-09-RG. Council Member Seifert seconded. The vote was taken and recorded as follows:

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

Motion carried.

PRESENTATIONS AND AWARDS

None

PUBLIC COMMENTS-AGENDA RELATED

*Public Comments pertaining to agenda-related items 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.*

JENNIFER COE (DISTRICT 5)

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

- Resolution No. 2023-200-R, clarification on why condemnation proceedings are being used
- Resolution No. 2023-192-R, professional services agreement with SOHM
- Proposed Ordinance No. 2023-188, concerned as to why the public comment section has been removed or rearranged in the agenda

MARGI DALY (DISTRICT 6)

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

- Proposed Ordinance No. 2023-188, would like to know if public comments is being eliminated or was there a mistake on the agenda
- Resolution No. 2023-192-R, concerns about taking someone’s property instead of paying fair market value
- Resolution No. 2023-200-R, Objection to taking someone property
- Resolution No. 2023-189-R, Software renewal contracts
- Resolution No. 2023-199-R: Flood plains for walking trails
- Objection to hiring another lobbyist

CONSENT AGENDA AND FINANCE COMMITTEE REPORT

Council member Shaw shared the Finance Committee reviewed all the periodic bills to be paid and found them all in order.

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

General Operating Account	\$3,116,972.42
Special General Operating Accounts	\$1,018.12
ADEM Storm Drainage	\$7,832.51
1/2 Cent Capital Replacement	\$66,745.30
1/2 Cent Infrastructure	\$85.00
Gasoline Tax & Petroleum Inspection fees	\$64,800.12
CIP Bond Accounts	\$859,897.95
Library Building Fund	\$12,036.36
Water Distribution and Storage	\$1,060.00
Fire CPR	\$334.50

Regular and periodic bills to be paid

Resolution No. 2023-183-R: Authorizing a quote for a one-year maintenance renewal for network performance monitoring services from SolarWinds in the amount of \$1,717 (to be paid from Information Technology Department budget)

Resolution No. 2023-189-R: Authorizing the renewal of Civil 3D software license subscriptions from Autodesk, Inc. for four (4) single-user workstations in the amount of \$9,640.00 (to be paid from Engineering Department budget)

Resolution No. 2023-191-R: Authorization the renewal of a software licensing agreement for one year with Carahsoft Technology Corporation for engineering design software in the amount of \$3,309.00 (to be paid from Engineering Department budget)

Resolution No. 2023-193-R: Approving the disposal or destruction of certain Municipal Court Department records in accordance with the Alabama Unified Judicial Records Retention Schedule

Resolution No. 2023-195-R: Acceptance of AMIC Settlement Claim No. 059428MG in the amount of \$4,337.00 for damage caused by rodents chewing through wires in a Mini Excavator

Resolution No. 2023-197-R: Providing for the disposition of personal property of negligible value (one 50 kW Kohler Generator) via online auction through Govdeals website pursuant to Section 16-108 of the Code of Ordinances of the City of Madison

Acceptance of donations to be deposited into the Senior Center Donation account: J.B. Hammer in the amount of \$20, M.C. Flurer in the amount of \$25, and Valley Internal Medicine & Pediatrics in the amount of \$100

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

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

Motion carried.

PRESENTATION OF REPORTS

MAYOR PAUL FINLEY:

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

- Thanked American Legion Post 229 for the Memorial Day downtown program and the public for coming out to the event
- Armory Petition

- SRO's presence at Midtown Elementary School will be full-time when school restarts in the fall
- Increase of patrol around the new Armory store during school hours

COUNCIL DISTRICT NO. 1 MAURA WROBLEWSKI

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

- Shout out to Public Works for completing the Will Halsey Intersection
- Reminded the public that Public Works is hiring
- Madison Arts Alliance has rebranded with the name "Sound of Summer"
- Attended the first concert of the 'Sounds of Summer' along with Council President Bartlett and Council Member Denzine
- Thanked Director of Development Services Mary Beth Broeren and her team for the Home Place Park Amphitheatre
- Reminded the public about the upcoming "Sounds of Summer" concert dates on Thursday nights, more information can be found at madisonartsalliance.org
- Infrastructure improvements

COUNCIL DISTRICT NO. 2 CONNIE SPEARS

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

- Continuation of neighborhood repaving program
- Madison Utilities repairing failing sewer trenches

COUNCIL DISTRICT NO. 3 TEDDY POWELL

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

No business to report

COUNCIL DISTRICT NO. 4 GREG SHAW

RESOLUTION NO. 2023-174-R: ADOPTING THE AMENDED ANNUAL OPERATING BUDGET FOR FY 23

Council Member Shaw moved to approve Resolution No. 2023-174-R. Council Member Powell seconded. Council Member Wroblewski had several questions and concerns and stated that she has reached out to Director of Developmental Services Mary Beth Broeren regarding the mid-year budget. Council Member Wroblewski's main concern is the fee for the purchase of signs. Council Member Wroblewski advised to the Council that its more of a want than a need and there are more important projects that need more attention at this time. Council Member Wroblewski shared that infrastructure needs to be the number one need at this time. Council Member Denzine shared her concern with the Hexagon's Pickleball Courts and asked if the \$385,000 dollars was in addition to the allotted amount already going to the project. Mayor Finley replied that it's included in that total number. Council Member Denzine also added that if the lights and courts were already converted and completed why is it still a million dollars. Mayor Finley responded that it all hasn't been completed yet and is still in the process

Council Member Karen Denzine
Council Member John Seifert

Nay
Aye

Motion carried

COUNCIL DISTRICT NO. 5 RANAE BARTLETT

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

- Arts Alliance and mural designs
- Thanked Council Member Wroblewski for the role of liaison for the Arts Alliance
- Work session scheduled for June 21st at 5:30, part of work session will go into executive session

COUNCIL DISTRICT NO. 6 KAREN DENZINE

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

- Congratulated the American Legion on a job well done for the Memorial Day celebration
- Judging for the Beautification Board has begun
- Police Citizen Advisory Committee will meet June 27th at the Madison Public Library. The topic of this month's meeting will be "Summer Safety"
- Thanked the Art Alliance for an amazing concert

COUNCIL DISTRICT NO. 7 JOHN SEIFERT

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

No business to report.

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.

None

DEPARTMENTAL REPORTS

ENGINEERING

PROPOSED ORDINANCE NO. 2023-155: AUTHORIZING ACCEPTANCE AND IMPROVEMENTS OF A RIGHT OF WAY FROM UAH FOUNDATION TO EXTEND JETPLEX LANE (FIRST READING-SUSPENSION OF RULES REQUESTED)

Council Member Spears moved to approve Proposed Ordinance No. 2023-155. Council Member Powell seconded. The roll call vote to approve the Consent Agenda was taken and recorded as follows:

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

Motion carried

RESOLUTION NO. 2023-192-R: AUTHORIZATION OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH OHM ADVISORS REGARDING PROJECT NO. 22-039 (MAECILLE DRIVE AND SEGERS ROAD INTERSECTION IMPROVEMENTS) CURRENTLY IDENTIFIED IN THE FY 2023 BUDGET APPROVAL IN THE AMOUNT OF \$10,000 (TO BE PAID FROM ENGINEERING DEPARTMENT BUDGET)

Council Member Spears moved to approve Resolution No. 2023-192-R. Council Member Powell seconded.

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

Motion carried.

RESOLUTION NO. 2023-200-R: AUTHORIZING CONDEMNATION PROCEEDINGS FOR ACQUISITION OF RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF MADISON BRANCH BOULEVARD ROUNDABOUT

Council Member Powell moved to approve Resolution. 2023-200-R. Council Member Seifert seconded. Mayor Finley stated the goal would be to work with the landowners and purchase the property for fair market value. Mayor Finley reassured the process needed to begin in case a condemnation type process is needed. City Attorney Brian Kilgore stated that

he has reached out to voluntarily see if an agreement can be reached in probate. He clarified that the authorization is another way to get fair market value. City Attorney Brian Kilgore stated that there are three experts that determine what the value is. Council Member Spears asked if the property is condemned will the owners still get paid for the property. City Attorney Brian Kilgore reassured Council Member Spears that the process is to fairly compensate the owner for the property.

City Attorney Brian Kilgore stated that at this point an agreement hasn't been made and this is the process to resolve any sort of disagreement and that negotiations were still going on. Council Member Seifert stated that all his years on the council he can't recall a time where someone's property has been taken. He explained that their concern was that homeowners were properly compensated, and things were done on a win-win scenario. City Attorney Brian Kilgore added that there are time constraints and the roundabout preferably needed to be completed in the summer months to begin the infrastructure and get the school built. President Bartlett asked about the property that negotiations were reached on to obtain the right of way. City Attorney Brian Kilgore reassured President Bartlett that property was obtained and closed on Friday. The vote was taken and recorded as follows:

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

Motion carried.

RESOLUTION NO. 2023-199-R: AUTHORIZATION OF PERMISSIVE USE AGREEMENT WITH MADISON UTILITIES TO PLACE PEDESTRAIN TRAIL UPON OAKLAND SPRINGS GREENWAY EASEMENT

Council Member Spears moved to approve Resolution No. 2023-199-R. Council Member Powell seconded. Council Member Seifert asked City Engineer Michael Johnson if all is in order. City Engineer Michael Johnson replied yes. The vote was taken and recorded as follows:

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

Motion carried.

HUMAN RESOURCES

RESOLUTION NO. 2023-184-R: APPROVING CHANGES TO THE JOB CLASSIFICATION PLAN

Council Member Wroblewski moved to approve Resolution No. 2023-184-R. Council Member Shaw seconded. The vote was taken and recorded as follows:

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

Motion carried.

LEGAL

PROPOSED ORDINANCE NO. 2023-188: AMENDING CITY CODE SECTION 2-42(4) ORDER OF AGENDA ITEMS (FIRST READING 05/22/2023)

Council Member Wroblewski moved to postpone Ordinance No. 2023-188 until June 26th. Council Member Shaw seconded. Council Member Wroblewski asked City Attorney Brian Kilgore if he could go into detail and explain why the public hearing and board and committee appointments have been eliminated from agenda. City Attorney Brian Kilgore explained that for illustration purposes there is a copy of the section of the code that is being amended. City Attorney Brian Kilgore elaborated that the procedure is actually just being shuffled and the rules do not mention public hearings. City Attorney Brian Kilgore stated that the desire is to move the nonrelated agenda item public comments to the end of the meeting. Council Member Wroblewski asked for reassurance that there were still going to be public hearings as needed. City Attorney Brian Kilgore stated that there are still legal obligations relating to public hearings and will just not be listed in the code.

Council Member Seifert asked if it would be applicable if a public hearing was needed. City Attorney Brian Kilgore shared that the ordinance could be revised. He stated that there still is an obligation to do public hearings regardless and would be up to Council. Council Member Teddy Powell suggested on voting for the ordinance now and revise as needed. President Bartlett asked City Attorney Brian Kilgore to reassure the first reading was the previous version and it's now the proposed version and would it need further amending or another reading and come back to it at a later time. City Attorney Brain Kilgore stated that it would be proper to come back to the proposed amendment on June 26th. The vote was taken and recorded as follows:

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

Motion carried.

PLANNING

PROPOSED ORDINANCE NO. 2023-190: VACATION OF A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED AT 103 WILLOW POND DRIVE WITHIN WILLOW CREEK SUBDIVISION (FIRST READING)

This is only a first reading

RECREATION

RESOLUTION NO. 2023-194-R: AUTHORIZING A TRANSPORTATION AGREEMENT WITH MADISON STREET FESTIVAL INC. FOR THE 2023 MADISON STREET FESTIVAL

Council Member Wroblewski moved to approve Resolution No. 2023-194-R. Council Member Spears seconded. Council Member Denzine thanked Director of Parks and Recreation for the Madison Street Festival. Council Member Powell asked Director of Parks and Recreation Kory Alfred if they provided insurance. Director of Parks and Recreation Kory Alfred shared that despite the issues with insurance last year it has been worked out. The vote was taken and recorded as follows:

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

Motion carried.

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:

- Mills road hazard
- Impose code enforcement on John Blue Road tall grass
- Streetlighting concerns
- Election signs not being picked up
- Landscaping choices

JENNIFER COE (DISTRICT 5)

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

- Rocket City Armory

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

None

ADJOURNMENT

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

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

Motion carried.

The meeting was adjourned at 7:02 p.m.

Minutes No. 2023-11-RG, dated June 12, 2023, read, approved and adopted this 26th day of June 2023.

Council Member Maura Wroblewski
District One

Council Member Connie Spears
District Two

Council Member Teddy Powell
District Three

Council Member Greg Shaw
District Four

Council Member Ranae Bartlett
District Five

Council Member Karen Denzine
District Six

Council Member John Seifert
District Seven

Concur:

Paul Finley, Mayor

Attest:

Lisa D. Thomas
City Clerk-Treasurer

Kerri Sulyma
Recording Secretary

RESOLUTION NO. 2023-198-R

A RESOLUTION AUTHORIZING A REQUEST FOR SERVICES AGREEMENT WITH NEW WORLD (A TYLER ERP SOLUTION)

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the above-mentioned request for services agreement and payment therefor are hereby authorized and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such services and payment therefor.

READ, PASSED AND ADOPTED this 26th day of June 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama



Please return this completed Request For Service form with authorized signature to Tyler Technologies. You may fax or email the form to your Tyler Technologies Contact or Relationship Manager. Unless otherwise specified, this project will be scheduled on the first available date following receipt of a signed copy of this form.

Case Number 10160984

RFS Date 05/24/2023

Department Interfaces

CLIENT INFORMATION

Name City of Madison, AL
 Address 100 Hughes Rd
 Madison, AL 35758-1110
 Phone (256) 772-5642

COSTS

Project Cost	\$2,800.00
Invoiced Upon Delivery	\$2,800.00
Total Amount to be Invoiced	\$2,800.00

CONTACT INFORMATION

Name	Title/Role	Phone	Email
Chris White	Systems Analyst III	(256) 464-8432	chris.white@madisonal.gov

SERVICE DESCRIPTION

A one-way user-initiated batch process to export bank payment transactions, including direct deposit and checks, from New World ERP to a third-party system.

Columns:

1. Dollar amount
2. Date mm/dd/yyyy
3. Account number
4. Check number
5. I/S/V
6. Payee name

General Requirements/Assumptions:

1. Review of required features with Client.
2. Programming and programming test.
3. Interface installation services as required.

New World ERP Responsibilities:

1. New World ERP shall provide interface installation services. These services do not include hardware and/or third party product costs which shall be the Client's responsibility, if required.
2. Whenever possible, these services will be done remotely, resulting in saving in travel expenses and time. If on-site installation and training is required, the Client will be responsible for the actual travel expenses and time.

Client Responsibilities:

1. Client agrees to cooperate in not making modifications and enhancements too extensive.
2. All Client requested changes after RFS sign-off must be documented by Client and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

Tyler Technologies provides warranty and maintenance on this project for 30 days after initial delivery. The cost for this project includes programming, quality testing, electronic delivery, and set up assistance. This project is considered custom software. Required upgrades to the custom software as a result of Tyler Technologies release changes, third party vendor changes, or changes in client requirements are subject to additional fees. Pricing is valid for 30 days from the date of the RFS.

Authorized Signature _____

Date _____

Name (Printed) _____

Paul Finley

Title _____

Mayor of Madison, AL

RESOLUTION NO. 2023-203-R

A RESOLUTION AUTHORIZING MAYOR TO ACCEPT QUOTATION FROM ESRI, INC., FOR THE FIRE & RESCUE DEPARTMENT

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to accept on behalf of the City a quotation for services from ESRI, Inc., for annual software support services for the Madison Fire and Rescue Department, said document to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Renewal Quotation" dated May 2, 2023, and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/14/2023
To: Scott Adams
Organization: City of Madison
Fire Rescue
Fax #: **Phone #:** 256-772-2887

From: Samantha Ramirez
Fax #: 909-307-3083 **Phone #:** + 19093692889 Ext. 2889
Email: samantharamirez@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26144097
Document Date: 05/02/2023

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri® 380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Date: 05/02/2023

Quotation Number: 26144097

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Samantha Ramirez

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Madison
Fire Rescue
101 Mill Rd
Madison AL 35758-1039
Attn: Scott Adams

Customer Number: 319457

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 08/01/2023 End Date: 09/30/2024 Subscription ID: 1976647784	1,925.75	1,925.75
1010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 08/01/2023 End Date: 09/30/2024	641.92	641.92
2010	1	93094 ArcGIS Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 08/01/2023 End Date: 09/30/2024 Subscription ID: 1976647784	1,283.84	1,283.84
3010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance	641.92	641.92

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Page 2

Date: 05/02/2023

Quotation Number: 26144097

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Start Date: 08/01/2023

End Date: 09/30/2024

Item Subtotal	4,493.43
Estimated Tax	0.00
Total	USD 4,493.43

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Page 3

Date: 05/02/2023

Quotation Number: 26144097

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf> , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190936928892889
Fax #: 909-307-3083

Quotation

Page 4

Date: 05/02/2023 **Quotation No:** 26144097 **Customer No:** 319457

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD **\$4,493.43** plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Paul Finley

Name (Please Print)

Mayor

Title

ATTEST:

Lisa D. Thomas
City Clerk-Treasurer

RESOLUTION NO. 2023-204-R

BE IT RESOLVED THAT Synovus Bank be, and it hereby is designated a depository of funds of the City of Madison, a municipal corporation, for the funds designated as follows:

Account Title:	Account Title:
2013A Bond Account	2013A Bond Money Market
2015A Bond Account	2015A Bond Money Market
2016C Bond Highway Project MM	2016C Bond Hwy 72 Widening
2018A Venue Bond Checking	2018C GO Bond Account
2018C GO Money Market	2019 Gas Taxes
2020 Bond Checking	7 and 2 Cent Gas Tax
Capital Replacement Sales Tax	Court Corrections Fund
Court ETC Fund	Court Judicial Admin Fund
Court Online Payment Acct	Court Solicitors
ERAD Recovery Account	Federal Forfeiture
Fire Donations	Gas Tax Account
General Operating Account	General Operating Acct MM
Infrastructure Replacement MM	Infrastructure Replacement Tax
Library Fund	Madison Bicentennial Committee
Madison Fire Dept CPR Acct	Municipal Govt Capital Imp.
Municipal Govt Money Market	Payroll Account
Police Donations	Recreation Donations
Reserve Acct Half Cent Sales Tax	Reserve Half Cent Sales Tax

	MM
Sale Use Rental Lodging Tax Online	Special General Operating
State Forfeiture	Storm Water Drainage
Street Signs	Subdivision Cash Bonds
Town Madison TIF Account	TVA Tax Account
Venue Bond Collection Acct	Venue Maintenance Fund
Water Distribution & Storage Project	Water Distribution Acct MM
2022 Bond Checking	

BE IT FURTHER RESOLVED THAT the funds so deposited in the above-described accounts may be withdrawn upon a check, draft, warrant, note, or order of the City of Madison, a municipal corporation, signed by any two of the following:

NAME	TITE	SIGNATURE
Paul Finley	Mayor	
Lisa D. Thomas	City Clerk-Treasurer	
Kerri Sulyma	Deputy City Clerk-Treasurer	
Greg Shaw	Council Member (Finance Committee Chair)	
Connie Spears	Council Member (Finance Committee)	
Teddy Powell	Council Member (Finance Committee)	
Chris White	Information Technology Director	
Ivon Williams	Deputy Revenue Officer	

BE IT FURTHER RESOLVED THAT for checks in the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), or less, may bear facsimile signatures of Paul Finley, Mayor, and Lisa D. Thomas, City Clerk-Treasurer, upon certification to Synovus Bank and as depicted below and shall be accepted as original signatures; checks over the amount of Twenty Five Thousand and 00/100 Dollars, (\$25,000.00) may bear two original signatures or facsimile signatures of Paul Finley, Mayor, and Lisa D. Thomas, City Clerk

Treasurer and one (1) original signature of any authorized signatory listed above; but not contained in the facsimile, shall be accepted.

NAME	TITLE	FACSIMILE SIGNATURE
Paul Finley	Mayor	
Lisa D. Thomas	City Clerk-Treasurer	

whose signatures shall be duly certified to Synovus Bank; and

BE IT FURTHER RESOLVED THAT Synovus Bank is hereby authorized to honor and pay any check, draft, warrant, note, or order so signed or drawn or to receive the same for the credit of or in payment of the payee, or any other legal holder, without inquiry as to the circumstances or the disposition of the proceeds thereof. This resolution shall continue in full force and effect and the Synovus Bank shall be entitled to rely upon the facts herein set forth concerning the holders of said offices and their signatures to be as set forth herein and in the accompanying certification of signatures or in any similar subsequent certificate until written notice to the contrary is served upon the bank.

READ, APPROVED, and ADOPTED this 26th day of June 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-213-R

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

WHEREAS the insurance carrier for the City of Madison, Alabama Municipal Insurance Corporation, has submitted insurance payment to the City of Madison in the amount of \$2,188.19 with a deductible of \$500.00.

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 \$2,188.19 with a deductible of \$500.00 from Alabama Municipal Insurance Corporation for said collision. The City Clerk-Treasurer is hereby authorized to execute any documents to accept said offer of settlement for the property loss associated with the incident.

READ, PASSED, AND ADOPTED this 26th day of June, 2023

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama

SWORN STATEMENT IN PROOF OF LOSS (AUTOMOBILE)

0094347281233
POLICY NUMBER
October 1, 2022
EFFECTIVE DATE

\$500.00
DEDUCTIBLE
Mike Gardner
AGENT

059436AK
ADJUSTER FILE NUMBER
059436AK
HOME OFFICE CLAIM NO.

To: Alabama Municipal Insurance Corporation:

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

Table with 4 columns: YEAR, MAKE, MODEL, VEHICLE ID NO. Row 1: 2018, Ford, Police Interceptor, 1FM5K8AR4JGA44003

DATE OF LOSS CAUSE: A loss occurred on the 3rd day of March, 2023, about the hour of 4:35 o'clock P.M., which loss upon the best knowledge and belief of insured was caused by collision.

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) THE ACTUAL LOSS AND DAMAGE to above described automobile was \$2,188.19
WHOLE LOSS DEDUCTIBLE AMOUNT The deductible provision applicable to this loss (\$500.00)

SALVAGE ()

CLAIMED AMOUNT CLAIMED UNDER THIS POLICY by the insured and accepted in full settlement \$1,688.19

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.

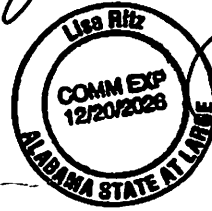
*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Date: 6/7/2023

SIGNATURE: Paul Finley

Witness: _____

Subscribed and sworn to before me this 7th day of June, 2023



SIGNATURE: Lisa Ritz
NOTARY PUBLIC

RESOLUTION NO. 2023-217-R

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

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

Quantity	Description
1	Corner L-Shaped Desk
1	Standalone Desk
2	Office Chairs
1	2-drawer file cabinet

; and

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

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

READ, APPROVED, and ADOPTED this 26th day of June 2023.

ATTEST:

Ranae Bartlett, City Council President
City of Madison, Alabama

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

APPROVED this ____ day of June, 2023.

Paul Finley, Mayor
City of Madison, Alabama



City of Madison, Alabama

Capital Assets Disposal Form

Capital Assets Tag No. _____
(Existing Assets Number)

Date: 6/22/2023 Department: Revenue

Item Description: 1 L-shaped desk, 1 standard desk, 2 office chairs, 1 file cabinet

Serial/Model #: _____ New: Used:

Location: _____ Vendor Name: _____

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

Date Item Acquired: _____ Cost or Donated Value: N/A

Enhancements: _____

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

[Signature]
Signature: (Department Head or Designee)

6/22/23
Date:

***** TO BE COMPLETED BY CITY CLERK *****
(Below this line)

DISPOSITION METHOD: Surplus Sale: _____ Other: _____

APPROVAL OF DISPOSITION METHOD:

Approved by Resolution #: _____ Date: 6/22/2023

Minutes #: _____

SOLD TO: _____ Proceeds: _____

Address: _____

Date: 6/22/2023

Signature, City Clerk-Treasurer

6/22/2023
Date

COMMENTS: _____

COPY: Requesting Dept.

Finance Dept.

Revised 6/25/2007

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

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

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

VENDOR 3646 - Barge Design Solutions, Inc.

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

NON-NEGOTIABLE

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



DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

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

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	*Item - 19-047, CN and CE&I for ATRP2-45-2020-327 39-150-000-2955-40 - Project - Wall-Triana & I-565 Intersection Improvements 185,584.96 19 047 <i>Partial Payment #11 rlw # 210536 Amt \$ 34,254.86</i> <i>E. Michelle Dunsore 6/8/2023</i>	185,584.9600	\$185,584.96
<i>Roger Bellomy/wcc</i> 2022-08-04 T13:10:49-05:00			TOTAL DUE	\$185,584.96

Purchasing Agent Signature

Special Instructions

Council Consent Agenda 6/26/23.

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

CITY OF MADISON, ALABAMA

2015-A
BOND PAYMENT
REQUISITION FORM

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

Vendor Number: 3646

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

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

Explanation of what requisition is paying for:

Project Name: Wall Triana and I-565 Intersection Improvements

Project Number: 19-047

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

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

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

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

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

This 23rd day of August, 2022.

CITY OF MADISON

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

And

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

And

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

RECEIVED

JUN 8 2023

CITY OF MADISON
ENGINEERING DEPARTMENT



200 Clinton Avenue, Suite 800, Huntsville, Alabama 35801

Sheet: 1 of 1
Project Number: 3604304
Invoice Date : 6/9/2023
Billing: 10
Invoice No.: 210536
Dates: 4/1/2023-5/26/2023
PO No.: 2022-00001151

E. Michelle Dunson
6/8/2023

Project Name : Wall Triana ATRIPII CEI

DIRECT LABOR

EMPLOYEE	TITLE	RATE/ HOUR	TOTAL HOURS/QTY	AMOUNT	Multiplier (OH/Profit/FCC	TOTAL AMOUNT
Davis, Cumberland	Administrator	26.45	1.00	26.45	3.41	90.19
Bissott, Gregg	Proj. Mgr.	76.99	0.00	0.00	3.41	0.00
Grace, Chris	Proj. Mgr.	67.28	1.00	67.28	3.41	229.42
Canady, Raymond	Proj. Mgr.	50.69	0.00	0.00	3.41	0.00
Glass, Jeffrey	Proj. Mgr.	80.78	35.00	2,827.30	3.41	9,641.09
Hale, Lydia	Administrator	23.38	0.00	0.00	3.41	0.00
Meredith, Weston	Engineer	30.45	18.00	548.10	2.38	1,304.48
Underhill, Curtis	Const. Rep.	33.87	204.00	6,909.48	2.38	16,444.56
Underhill, Curtis	Const. Rep.	50.81	17.50	889.18	2.38	2,116.25
Yates, Maleiha	Engineer	32.30	0.00	0.00	2.38	0.00
Subtotal			276.50	\$11,174.06		
	TOTAL					<u>\$29,826.00</u>

DIRECT COSTS

<u>Transportation-Mileage</u>		3713	0.655	\$2,432.02
TOTAL		3713		<u>\$2,432.02</u>

OTHER COSTS

Consultants	ALDOT		X1.05	\$0.00
Lodging	C. Underhill	1540.75	X1.05	\$1,617.79
Meals	C. Underhill	379.06	X1.00	\$379.06
TOTAL				<u>1,996.85</u>

AMOUNT REQUESTED THIS STATEMENT \$34,254.86

Ceiling Summary

Project Fee	\$185,584.96
Billed To Date	<u>165,437.67</u>
Balance	<u>\$20,147.29</u>
Percent Used	89.14%



RECEIVED

JUN 14 2023

CITY OF MADISON
ENGINEERING DEPARTMENT

June 12, 2023

Michelle Dunson, P.E.
Deputy Director
The City of Madison Engineering Department
100 Hughes Rd.
Madison, AL 35758

Re: Project No. 20-028 Garner St. Extension Phase 2

Ms. Dunson,

Enclosed please find Estimate No. 17 for Wiregrass Construction Company, Inc. in the amount of \$15,289.51. This estimate covers all work performed from April 1, 2023 to May 31, 2023.

If you have any questions feel free to contact me.

Sincerely,

Sam Cole
Project Manager
Morell Engineering, Inc.

E. Michelle Dunson
6/14/2023



Morell Engineering, Inc.
Contractor Payment Summary Report

Estimate No: 17
Project No: 21-0396
Client: City of Madison
Contractor: Wiregrass Construction Company, Inc.
Description: Access Improvements for New Journey Middle School

Calendar Days: 448
Days Charged: 446
County: Madison
Contract Complete: -
Target Completion: July 1, 2023
Percent Time Used: 100%
Percent Complete: 89%

Item Code	Description	Bid Qty	Unit	Unit Price	This Month (April & May 2023)		To Date		Percent Complete
					Qty	Amount	Qty	Amount	
Category: 1									
Description: Garner St. Phase 2									
1	MOBILIZATION (5% OF BID MAXIMUM)	1	LS	\$91,895.60	0	\$0.00	1	\$91,895.60	100%
2	ALDOT SILT FENCE	5300	LF	\$3.87	0	\$0.00	3139	\$12,147.93	59%
3	RIP RAP CHECK DAM	50	TON	\$48.97	0	\$0.00	0	\$0.00	0%
4	ROCK PIPE OUTLET PROTECTION	50	TON	\$54.99	24.71	\$1,358.80	48.4	\$2,661.52	97%
5	STORM INLET SILT BARRIER	20	EA	\$552.91	0	\$0.00	0	\$0.00	0%
6	DITCH INVERT NETTING, ALDOT C4	5300	SF	\$0.55	0	\$0.00	5300	\$2,915.00	100%
7	TREE REMOVAL OVER 6"	20	EA	\$527.24	0	\$0.00	20	\$10,544.80	100%
8	TREE REMOVAL UNDER 6" AND OTHER VEGETATION	5000	SY	\$1.28	0	\$0.00	5000	\$6,400.00	100%
9	CONCRETE SIDEWALK REMOVAL	60	SY	\$19.80	0	\$0.00	51	\$1,009.80	85%
10	CONCRETE CURB AND GUTTER REMOVAL	870	LF	\$5.78	0	\$0.00	689	\$3,982.42	79%
11	ASPHALT PAVEMENT REMOVAL	2400	SY	\$5.07	0	\$0.00	2048.6	\$10,386.40	85%
12	STORM PIPE REMOVAL	300	LF	\$19.97	0	\$0.00	20	\$399.40	7%
13	STORM STRUCTURE TOP REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
14	STORM PIPE END TREATMENT REMOVAL	2	EA	\$240.23	0	\$0.00	2	\$480.46	100%
15	CONCRETE ROAD HEADER REMOVAL	70	LF	\$9.32	0	\$0.00	41	\$382.12	59%
16	ADJUST SSMH TO NEW GRADE	5	EA	\$865.76	0	\$0.00	1	\$865.76	20%
17	ADJUST UTILITY BOXES TO NEW GRADE	5	EA	\$552.91	0	\$0.00	0	\$0.00	0%
18	RELOCATE STREET LIGHT	1	EA	\$8,293.66	0	\$0.00	1	\$8,293.66	100%
19	STRIP AND STOCKPILE TOPSOIL	6000	CY	\$7.76	0	\$0.00	1448.42	\$11,239.74	24%
20	UNCLASSIFIED EXCAVATION	10000	CY	\$10.78	0	\$0.00	10000	\$107,800.00	100%
21	BORROW FILL	1000	CY	\$18.48	0	\$0.00	0	\$0.00	0%
22	SPREAD TOPSOIL	14000	SY	\$1.64	0	\$0.00	14000	\$22,960.00	100%
23	SOD	3500	SY	\$5.53	0	\$0.00	2818.3	\$15,585.20	81%
24	HYDROSEED	10500	SY	\$1.00	0	\$0.00	10500	\$10,500.00	100%
25	RETAINING WALL (OWNER-SUPPLIED MATERIAL--CONTRACTOR TO INCLUDE INSTALLATION COSTS)	1260	SF	\$23.82	0	\$0.00	1236.57	\$29,455.10	98%
26	8" DI PIPE	2410	LF	\$67.89	0	\$0.00	2102	\$142,704.78	87%
27	8" DI 45 DEG FITTING	7	EA	\$876.74	0	\$0.00	7	\$6,137.18	100%
28	8" DI 90 DEG FITTING	2	EA	\$882.50	0	\$0.00	0	\$0.00	0%
29	8" DI TEE	6	EA	\$1,733.59	0	\$0.00	3	\$5,200.77	50%
30	8" GATE VALVE	6	EA	\$2,478.69	0	\$0.00	5	\$12,393.45	83%

Morell Engineering, Inc.
Contractor Payment Summary Report

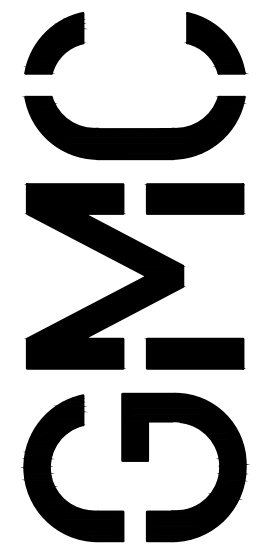
31	16" STEEL CASING UNDER PAVEMENT	80	LF	\$118.68	0	\$0.00	0	\$0.00	0%
32	FIRE HYDRANT ASSEMBLY	4	EA	\$7,268.84	0	\$0.00	4	\$29,075.36	100%
33	BLOWOFF VALVE ASSEMBLY	2	EA	\$1,544.51	0	\$0.00	2	\$3,089.02	100%
34	CONNECT TO EXISTING MAIN	4	EA	\$4,557.19	0	\$0.00	4	\$18,228.76	100%
35	DISINFECT AND FLUSH NEW MAINS	2	EA	\$1,935.19	0	\$0.00	2	\$3,870.38	100%
36	18" RCP	408	LF	\$71.45	0	\$0.00	408	\$29,151.60	100%
37	18" RCP FES	4	EA	\$1,357.76	0	\$0.00	4	\$5,431.04	100%
38	45X73 ARCP	48	LF	\$345.77	0	\$0.00	48	\$16,596.96	100%
39	45X73 ARCP FES	2	EA	\$6,315.91	0	\$0.00	2	\$12,631.82	100%
40	GRATE INLET	6	EA	\$2,140.41	0	\$0.00	6	\$12,842.46	100%
41	GRATE INLET OVER EXISTING PIPE	6	EA	\$2,140.41	0	\$0.00	5	\$10,702.05	83%
42	YARD INLET	2	EA	\$1,830.00	0	\$0.00	2	\$3,660.00	100%
43	SINGLE WING S-INLET	2	EA	\$5,760.73	0	\$0.00	2	\$11,521.46	100%
44	JUNCTION BOX	1	EA	\$1,941.82	0	\$0.00	1	\$1,941.82	100%
45	MODIFY EXISTING STORM STRUTURE TO YARD INLET	2	EA	\$4,854.78	0	\$0.00	2	\$9,709.56	100%
46	EXTEND EXISTING PIPE THROUGH RETAINING WALL	2	EA	\$1,423.06	0	\$0.00	2	\$2,846.12	100%
47	#57 OR #78 STONE BACKFILL	510	TON	\$30.63	0	\$0.00	504.7	\$15,458.96	99%
48	2 FT CONCRETE CURB AND GUTTER	1200	LF	\$18.80	0	\$0.00	1156	\$21,732.80	96%
49	5 FT WIDE CONCRETE SIDEWALK	600	SF	\$8.58	0	\$0.00	600	\$5,148.00	100%
50	8 FT WIDE CONCRETE SIDEWALK	160	SF	\$7.96	0	\$0.00	130.56	\$1,039.26	82%
51	10 FT WIDE CONCRETE SIDEWALK	1200	SF	\$7.33	0	\$0.00	0	\$0.00	0%
52	5 FT H/C DETECTABLE WARNING STRIP	2	EA	\$129.26	0	\$0.00	4	\$517.04	200%
53	10 FT WIDE H/C DETECTABLE WARNING STRIP	1	EA	\$258.51	0	\$0.00	0	\$0.00	0%
54	8 FT WIDE H/C DETECTABLE WARNING STRIP	2	EA	\$258.51	0	\$0.00	2	\$517.02	100%
55	CRUSHED AGGREGATE BASE	10300	TON	\$29.70	0	\$0.00	10317.02	\$306,415.49	100%
56	ASPHALT PAVEMENT MILLING	1500	SY	\$6.53	0	\$0.00	1352	\$8,828.56	90%
57	ASPHALT CONCRETE BINDER LAYER LEVELING	200	TON	\$107.00	0	\$0.00	52.05	\$5,569.35	26%
58	ASPHALT CONCRETE BINDER LAYER	3500	TON	\$68.00	0	\$0.00	2628.28	\$178,723.04	75%
59	ASPHALT CONCRETE WEARING SURFACE	2600	TON	\$96.00	0	\$0.00	2089.07	\$200,550.72	80%
60	WOOD GUARDRAIL	1850	LF	\$105.05	0	\$0.00	1850	\$194,342.50	100%
61	ITEM #61 HAS BEEN DELETED	-	-	-	0	-	0	-	-
62	REDI ROCK FREE STANDING WALL AT CULVERT HEADWALL (CONTRACTOR MUST SUPPLY MATERIAL FOR THIS ITEM)	160	LF	\$108.74	29.92	\$3,253.40	160	\$17,398.40	100%
63	SOLID WHITE TRAFFIC STIPING	11100	LF	\$0.83	0	\$0.00	8605	\$7,142.15	78%
64	DOTTED WHITE TRAFFIC STRIPING	150	LF	\$1.11	0	\$0.00	49	\$54.39	33%
65	SOLID YELLOW TRAFFIC STRIPING	11100	LF	\$0.83	0	\$0.00	10938	\$9,078.54	99%
66	BROKEN YELLOW TRAFFIC STRIPING	300	LF	\$0.55	0	\$0.00	0	\$0.00	0%
67	TRAFFIC LEGENDS WHITE	850	SF	\$5.53	0	\$0.00	625.36	\$3,458.24	74%
68	TRAFFIC LEGENDS YELLOW	100	SF	\$5.53	0	\$0.00	0	\$0.00	0%
69	WHITE TYPE 1A RPM	250	EA	\$5.53	0	\$0.00	5	\$27.65	2%
70	YELLOW TYPE 2D RPM	100	EA	\$5.53	0	\$0.00	100	\$553.00	100%

ITEM	SPEC	DESCRIPTION	PROJECT NOTES	UNIT	TOTAL
1	201A-002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000 PER ACRE) (APPROXIMATELY 1 ACRE)		LUMP SUM	1
2	206D-000	REMOVING PIPE		LINEAR FOOT	45
3	206D-030	REMOVING UTILITY LINES	SEE NOTE 1	LINEAR FOOT	9
4	206E-000	REMOVING HEADWALLS		EACH	1
5	210A-000	UNCLASSIFIED EXCAVATION	SEE NOTE 2	CUBIC YARD	43
6	210D-000	BORROW EXCAVATION		CUBIC YARD	42
7	214B-001	FOUNDATION BACKFILL, COMMERCIAL	SEE NOTE 3	CUBIC YARD	37
8	533A-099	24" STORM SEWER PIPE (CLASS 3 R.C.)		LINEAR FOOT	210
10	600A-000	MOBILIZATION		LUMP SUM	1
11	610D-003	FILTER BLANKET, GEOTEXTILE	SEE NOTE 4	SQUARE YARD	388
12	619A-032	24" ROADWAY PIPE END TREATMENT, CLASS 1 (TYPE HW-620)		EACH	1
13	620A-000	MINOR STRUCTURE CONCRETE	SEE NOTE 5	CUBIC YARD	1
14	621C-140	INLETS, OPEN THROAT	SEE NOTE 6	EACH	2
15	645A-508	6 INCH DUCTILE IRON SANITARY SEWER GRAVITY PIPE LAID	SEE NOTE 7	LINEAR FOOT	18
16	645G-515	6 INCH SANITARY SEWER LATERAL CLEANOUT		EACH	2
17	645M-500	CONNECTION TO EXISTING MANHOLE		EACH	1
18	650A-000	TOPSOIL		CUBIC YARD	80
19	652A-100	SEEDING	SEE NOTE 8	ACRE	0.2
20	656A-010	MULCHING		ACRE	0.2
21	665A-000	TEMPORARY SEEDING		ACRE	0.2
22	665G-000	SAND BAGS		EACH	6
23	665J-002	SILT FENCE		LINEAR FOOT	40
24	665O-001	SILT FENCE REMOVAL		LINEAR FOOT	40
25	665P-005	INLET PROTECTION, STAGE 3 OR 4	SEE NOTE 9	EACH	2
26	665Q-002	WATTLE		LINEAR FOOT	48
27	680A-001	GEOMETRIC CONTROLS		LUMP SUM	1

NOTES:

- SEE SHEET C0.3 FOR SANITARY SEWER CLEANOUT REMOVAL. INCLUDES REMOVAL OF ATTACHED SANITARY SEWER CLEANOUT. REMOVAL WILL BE PAID FOR AS A SUBSIDIARY OF PAY ITEM 206D-030.
- SEE SHEET C0.3 FOR 34 CU YD BRIDGE BEAMS AND WOODEN DECK REMOVAL. REMOVAL WILL BE PAID FOR AS A SUBSIDIARY OF PAY ITEM 210A-000. INCLUDES REMOVAL OF EXCESS SOIL.
- SEE SHEET C4.0 FOR PIPE BEDDING DETAIL. 1 CU YD ALLOCATED FOR SEWER PIPE. 37 CU YD ALLOCATED FOR STORM PIPE.
- SEE SHEET C4.0 FOR 368 SQ YD ALLOCATED FOR STORM PIPE BEDDING, 12 SQ YD ALLOCATED FOR SEWER PIPE BEDDING, AND 90 SQ YD ALLOCATED FOR TEMPORARY CONSTRUCTION ENTRANCE.
- SEE SHEET C1.0 FOR CONCRETE ENCASEMENTS FOR SANITARY SEWER PIPE. CONCRETE WILL BE PAID FOR AS A SUBSIDIARY OF PAY ITEM 620A-000.
- SEE SHEET C4.0 FOR OPEN THROAT INLET DETAIL. MODIFIED OPEN THROAT INLET @ STA: 2+10.09 WILL BE PAID FOR AS A SUBSIDIARY OF PAY ITEM 621C-140.
- SEE SHEET C0.3 FOR STORM SEWER PIPE RELOCATION. CONTRACTOR TO FIELD VERIFY PIPE SIZE AND TYPE. MAKE CHANGES AS NECESSARY. CONTRACTOR TO COORDINATE INSPECTION WITH MADISON UTILITIES TO INSPECT THE LATERAL PLACEMENT AND ENCASEMENT OF THE SEWER LINES.
- SEE SHEET C0.1 FOR SEEDING NOTES AND C2.0 FOR LOCATION. HYDROSEED TO BE USED AND PAID FOR AS A SUBSIDIARY OF PAY ITEM 652A-100.
- SEE SHEET C3.0 FOR INLET PROTECTION. FABRIC DROP INLET PROTECTION AND HDPE INLET FILTER TO BE PAID FOR AS A SUBSIDIARY OF PAY ITEM 665P-005.

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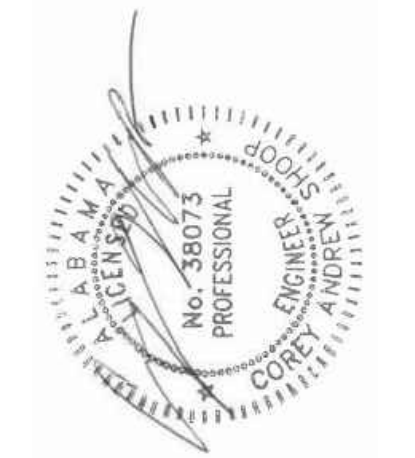


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ISSUE DATE
CONSTRUCTION DOCUMENTS 03/02/2023

DOWNTOWN DITCH
DRAINAGE IMPROVEMENT
MADISON, AL

PROJ # 22-019
GMC CHUN220026



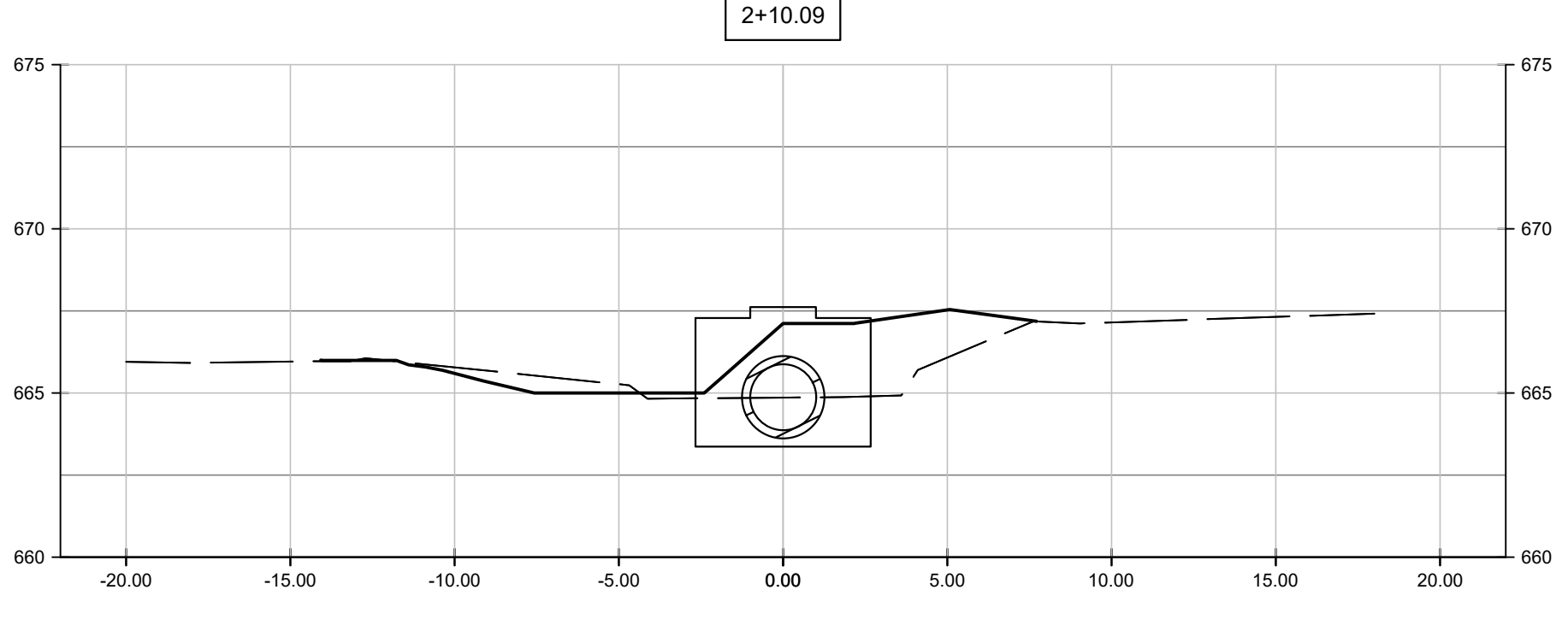
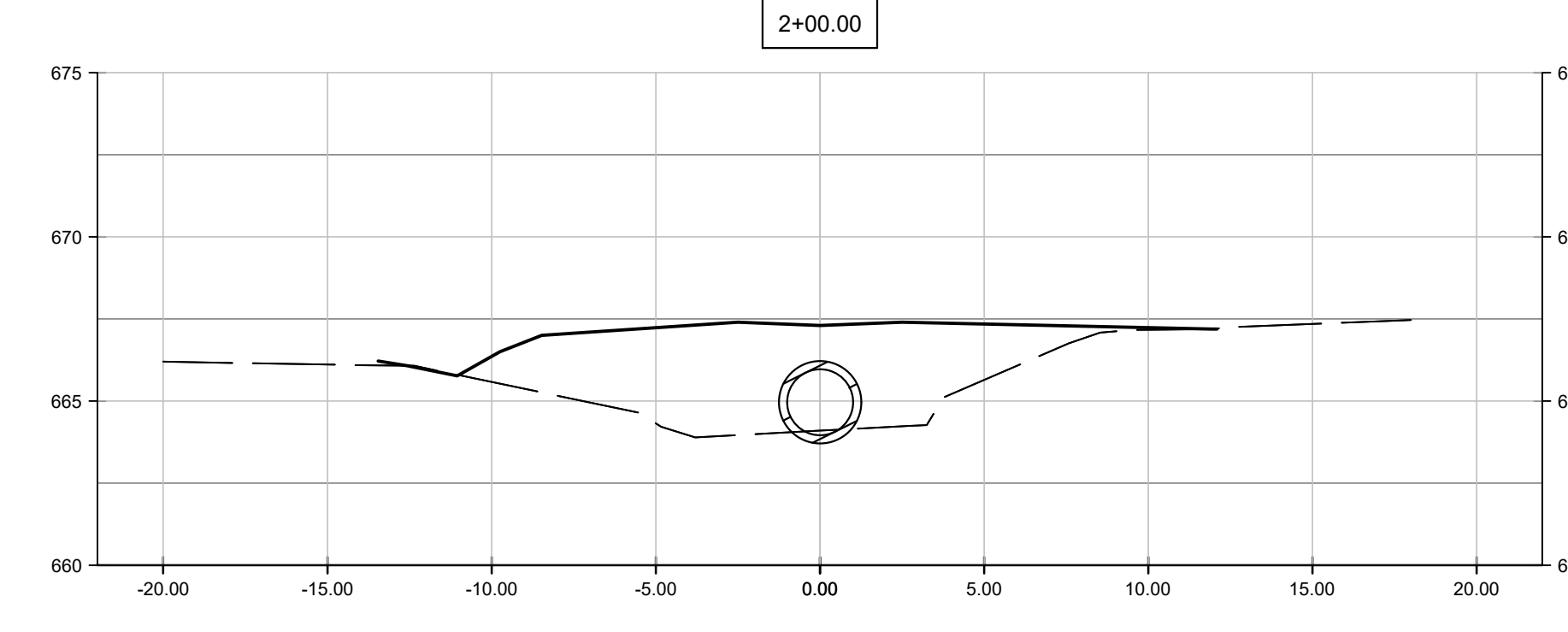
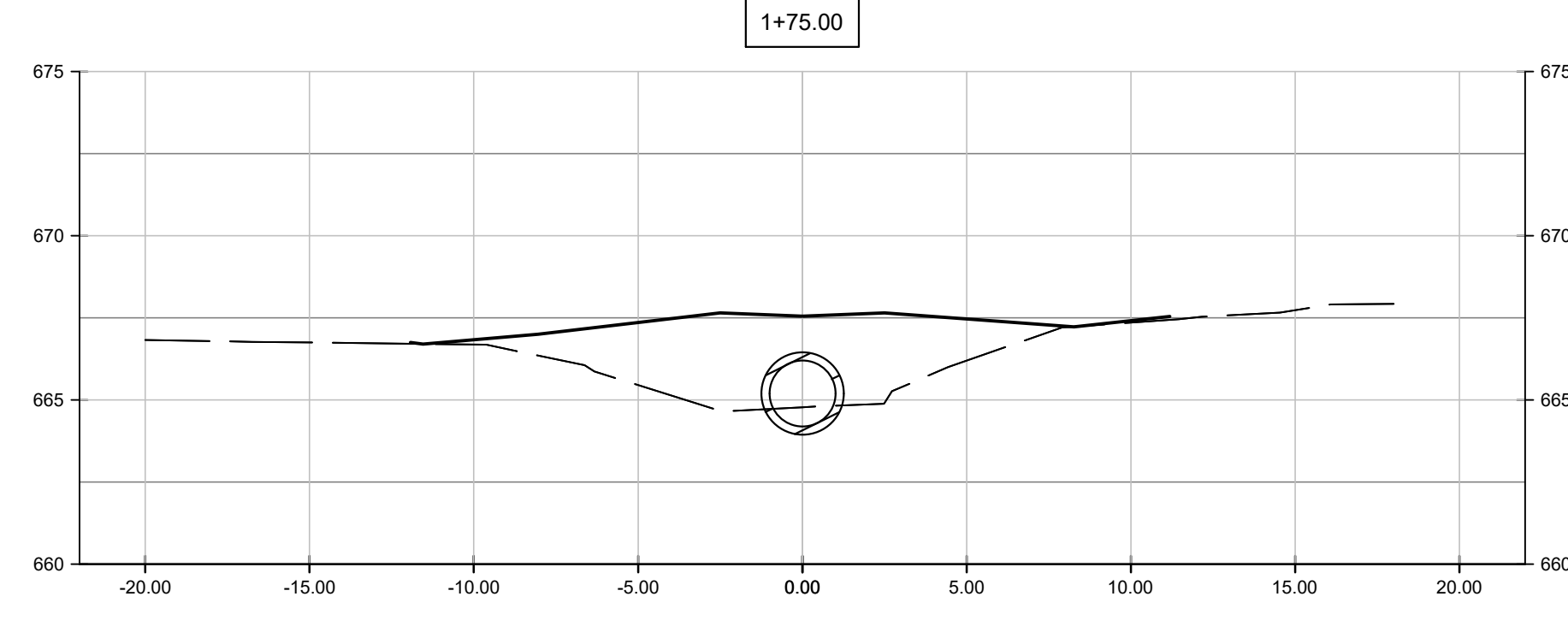
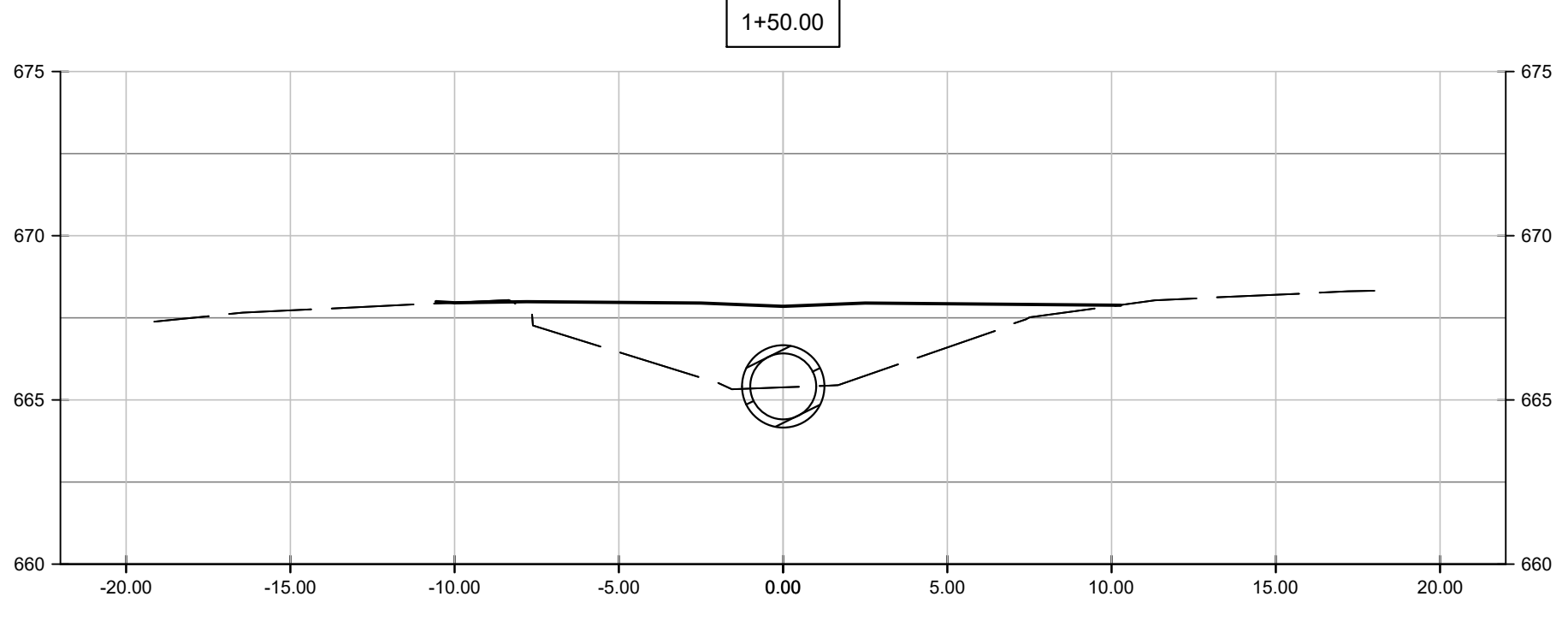
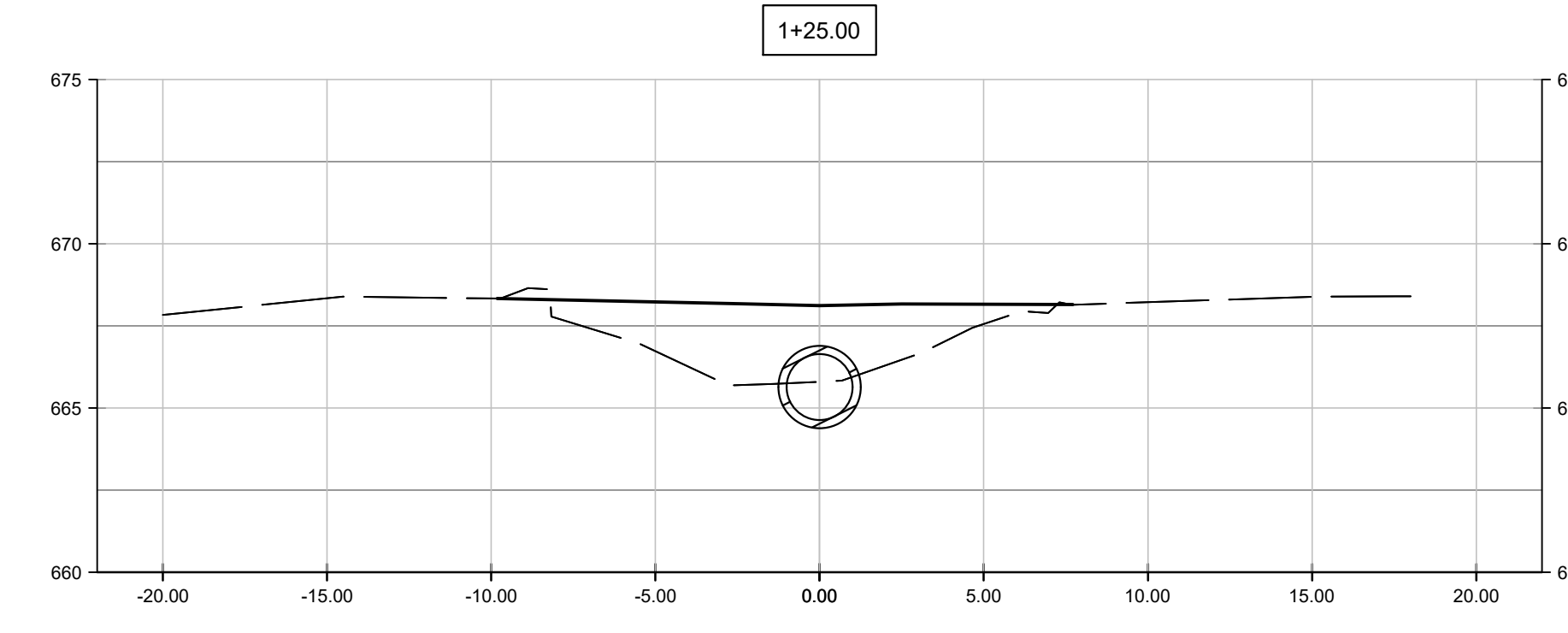
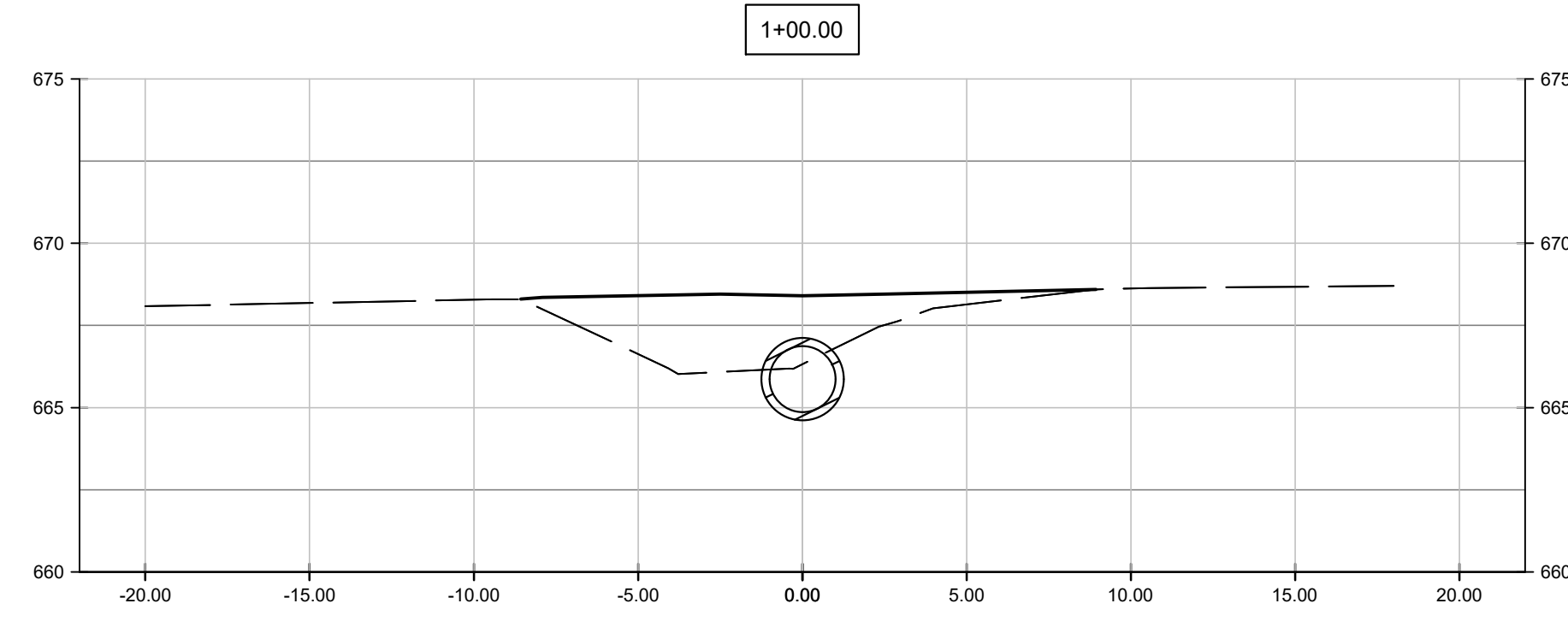
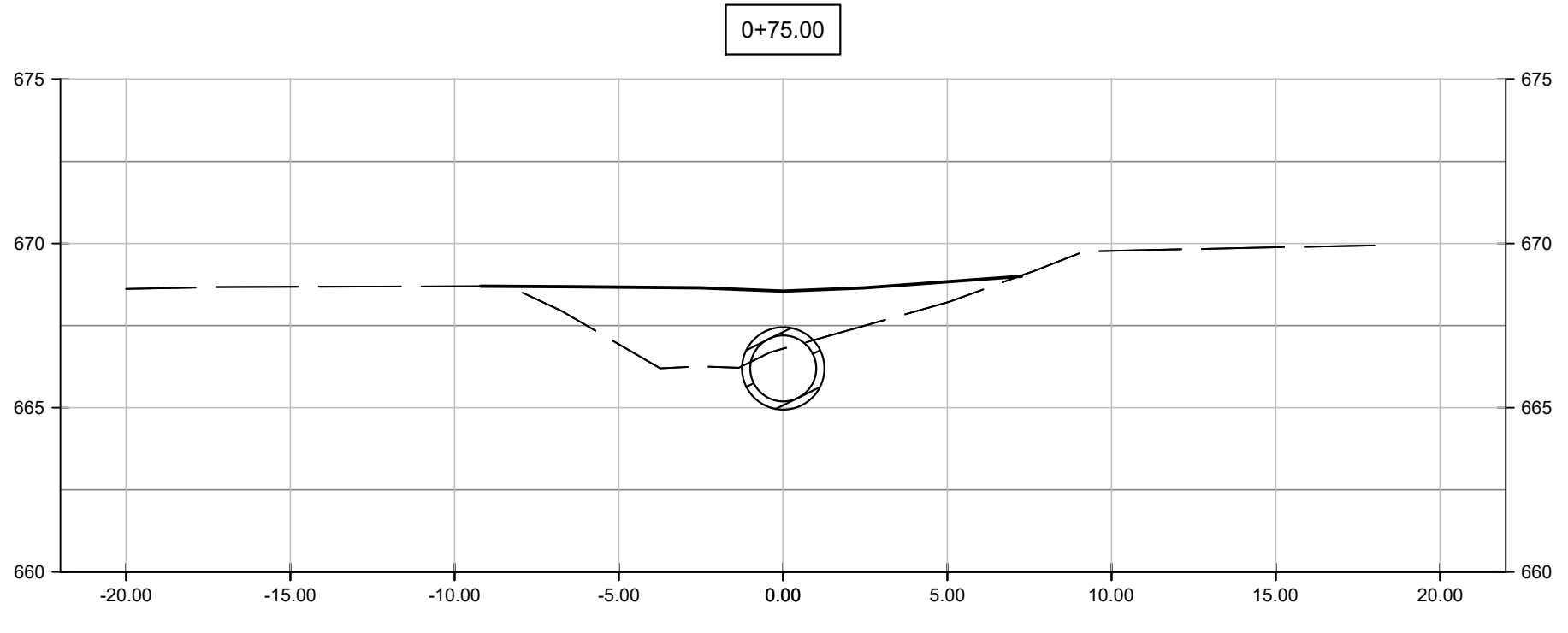
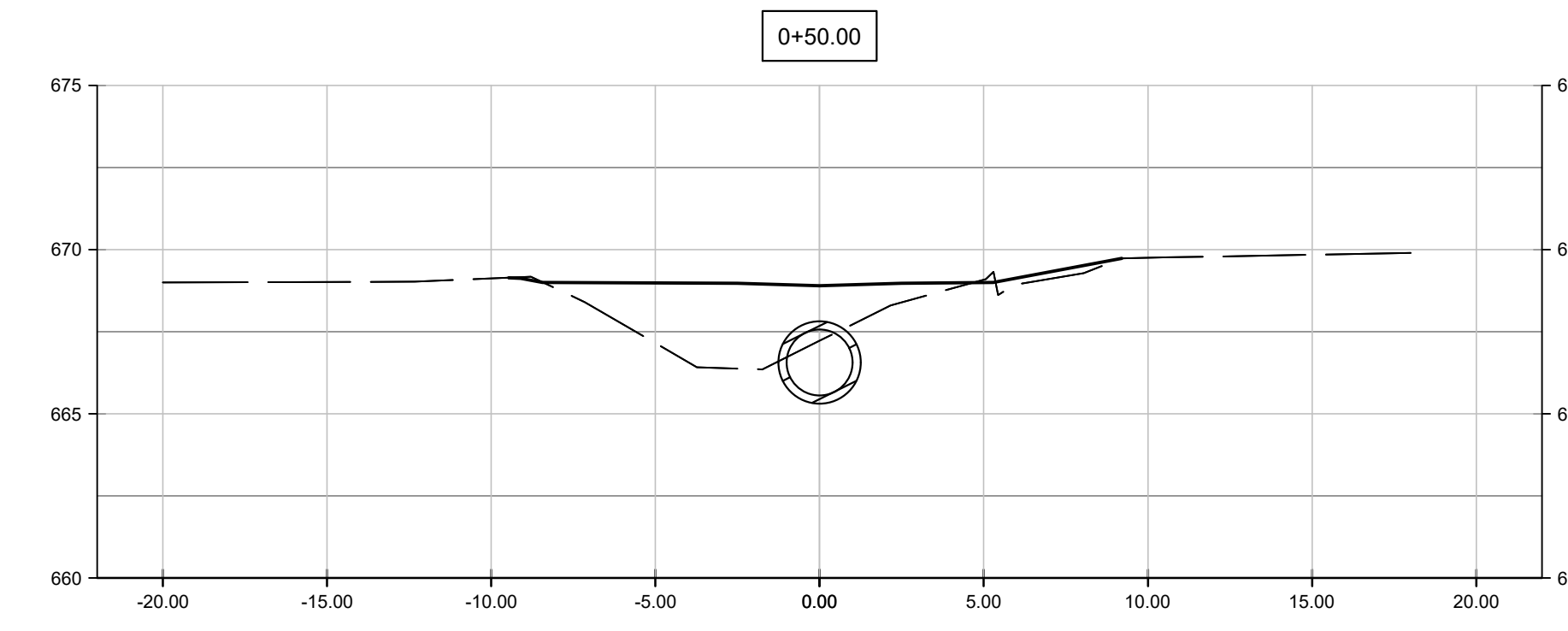
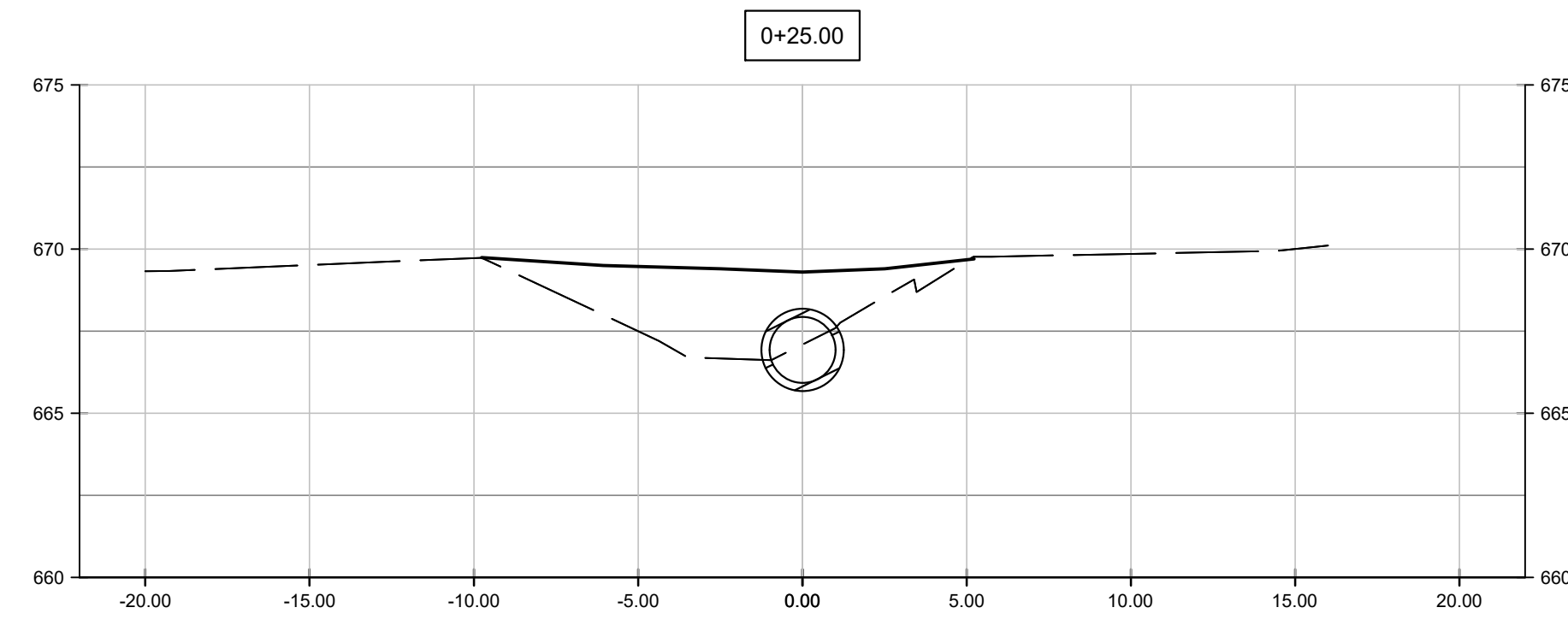
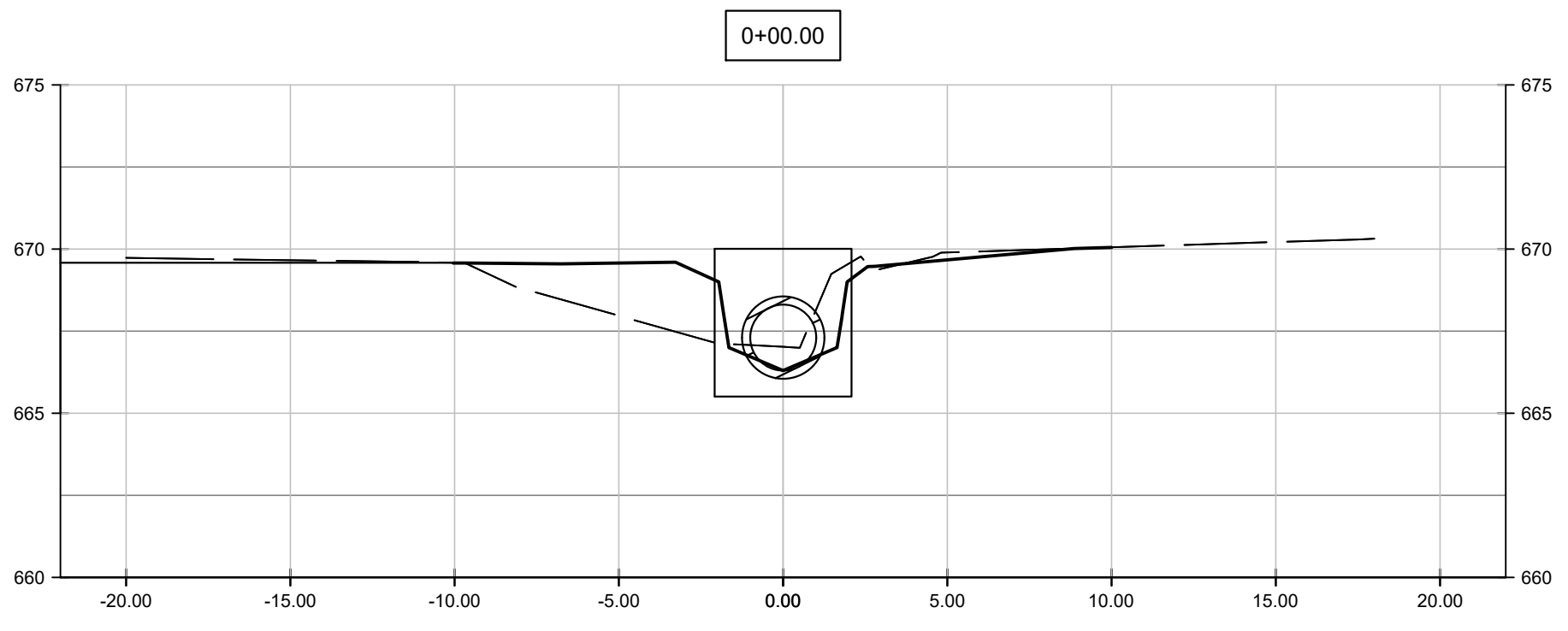
3-2-2023

SUMMARY OF
QUANTITIES

C0.2
Sheet 3 of 8

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PLOTTED: Mar 02, 2023 11:45am

PIPE SECTIONS



LEGEND
 - - - - - EXISTING GRADE
 ———— FUTURE GRADE
 HORIZONTAL SCALE: 1" = 5'
 VERTICAL SCALE: 1" = 5'

**DOWNTOWN DITCH
DRAINAGE IMPROVEMENT**
MADISON, AL

**PROJ # 22-019
GMC CHUN220026**

ISSUE DATE
CONSTRUCTION DOCUMENTS 03/02/2023

NO.	DESCRIPTION	DATE

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CHECKED BY:

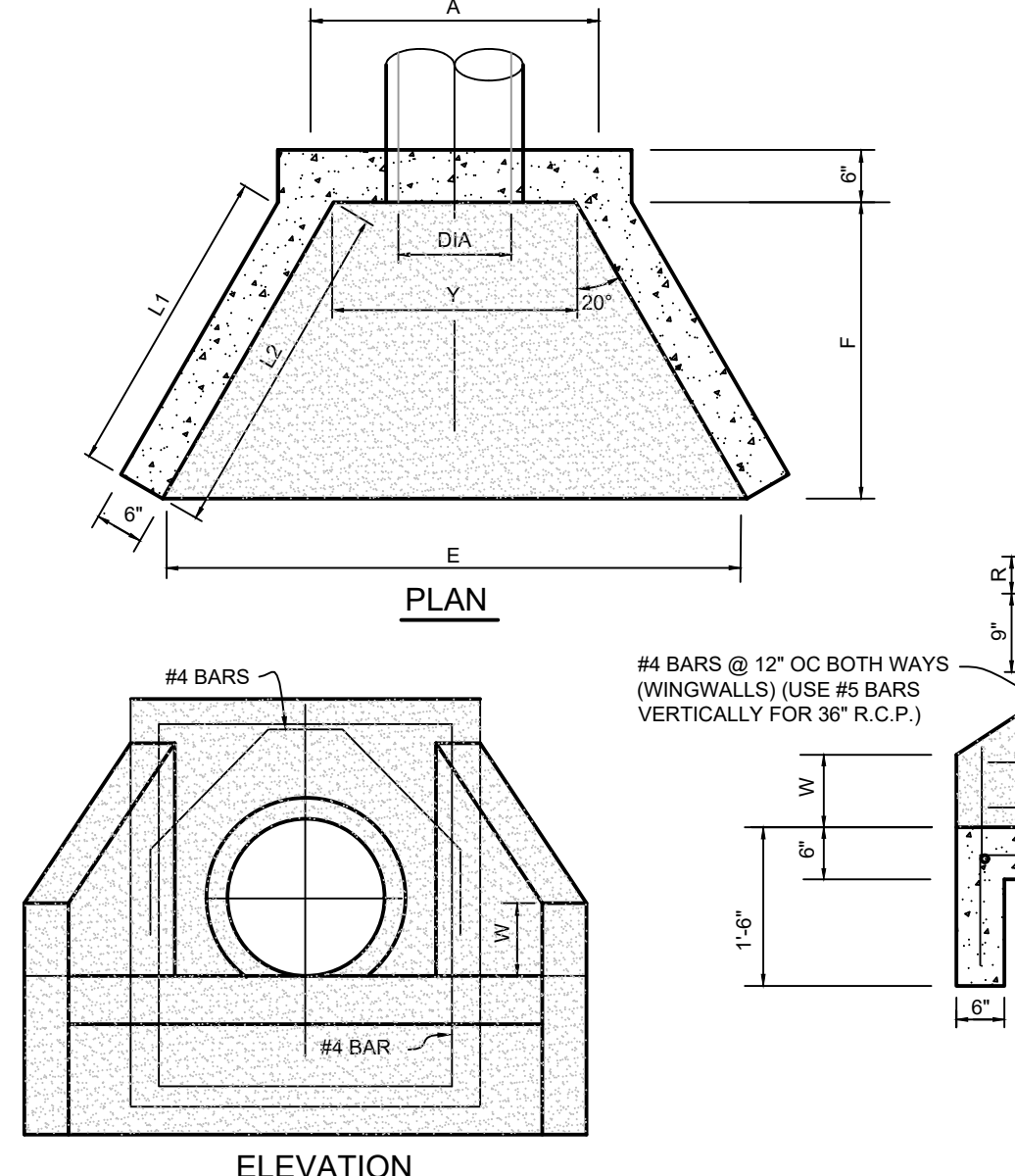
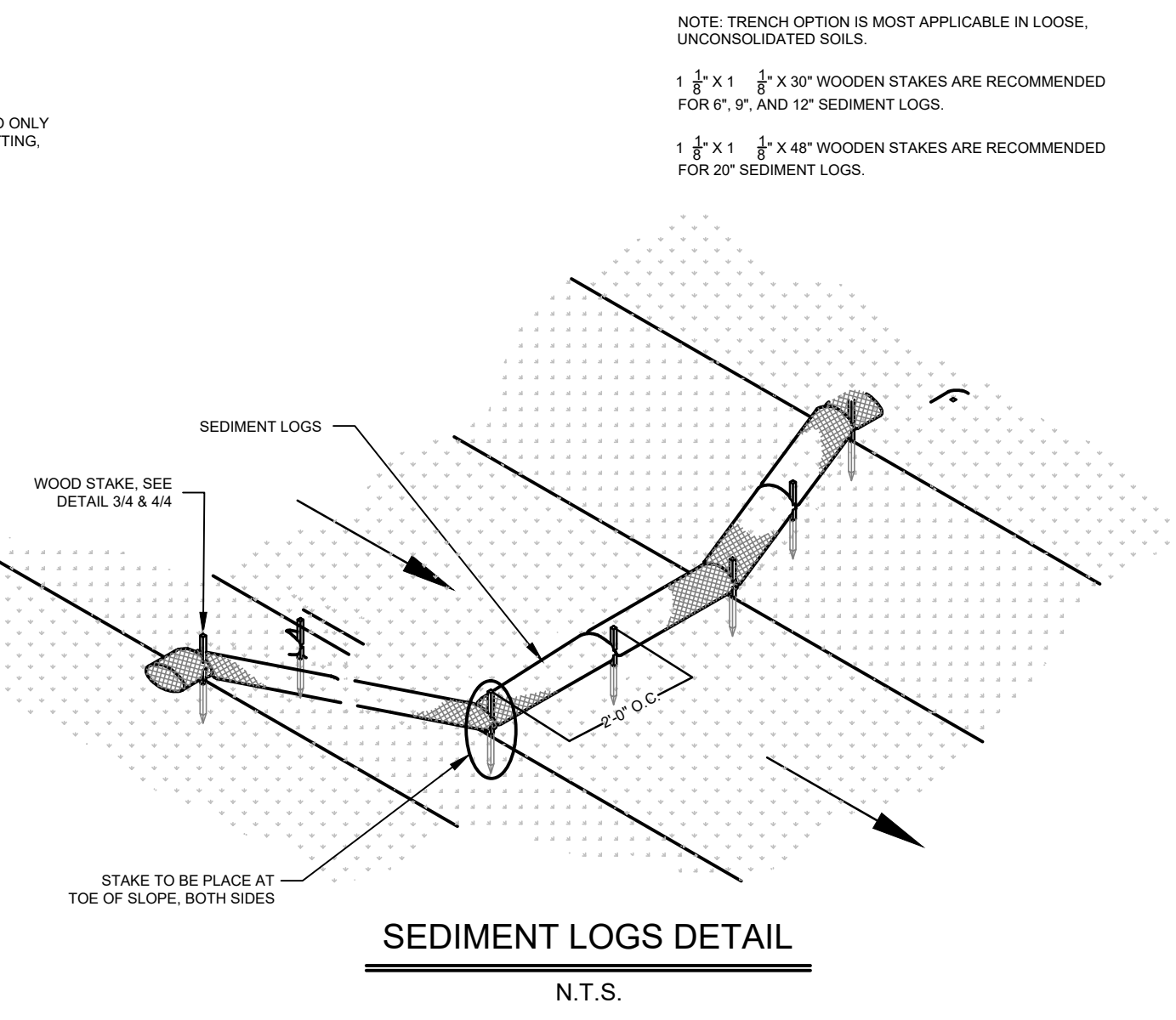
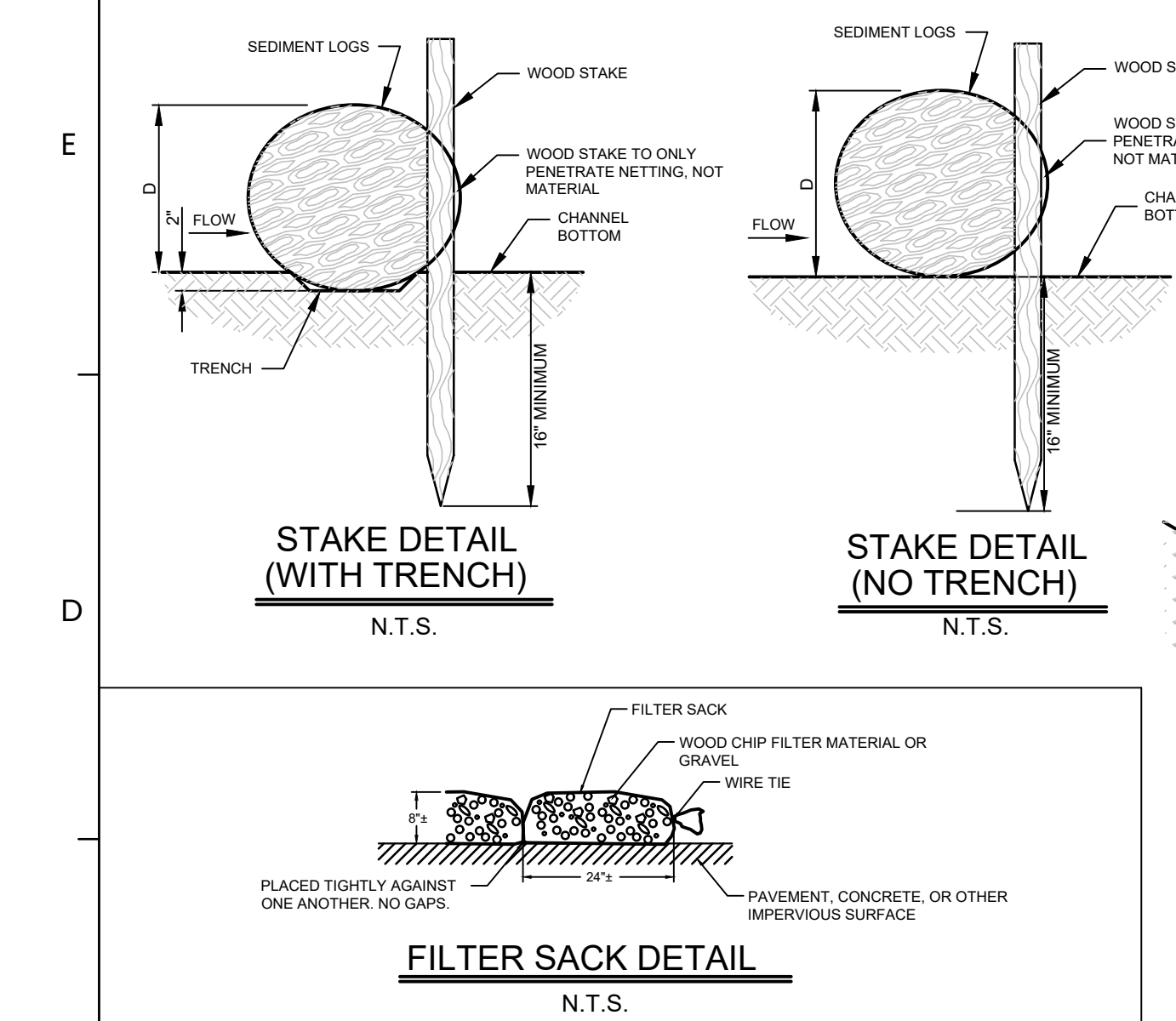
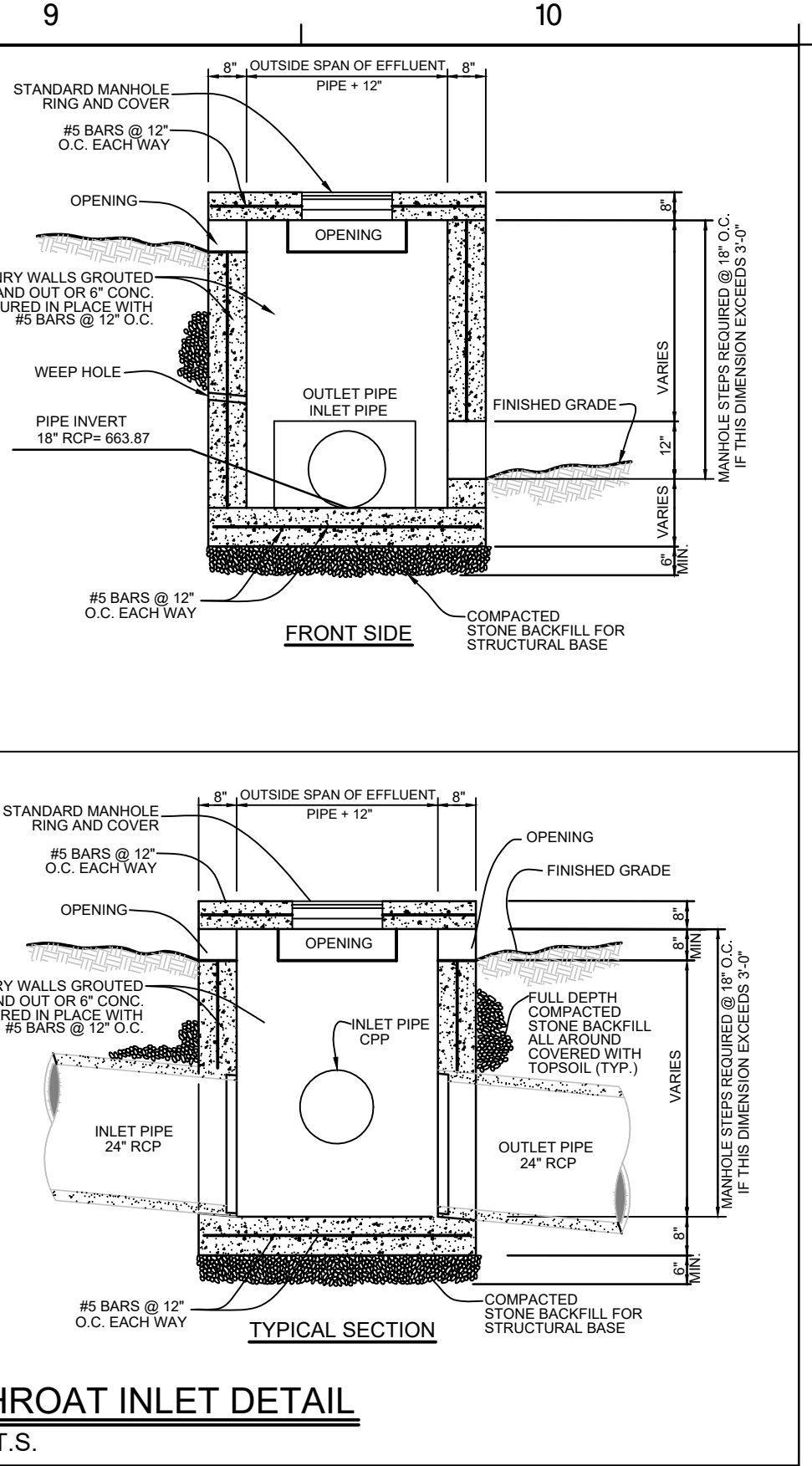
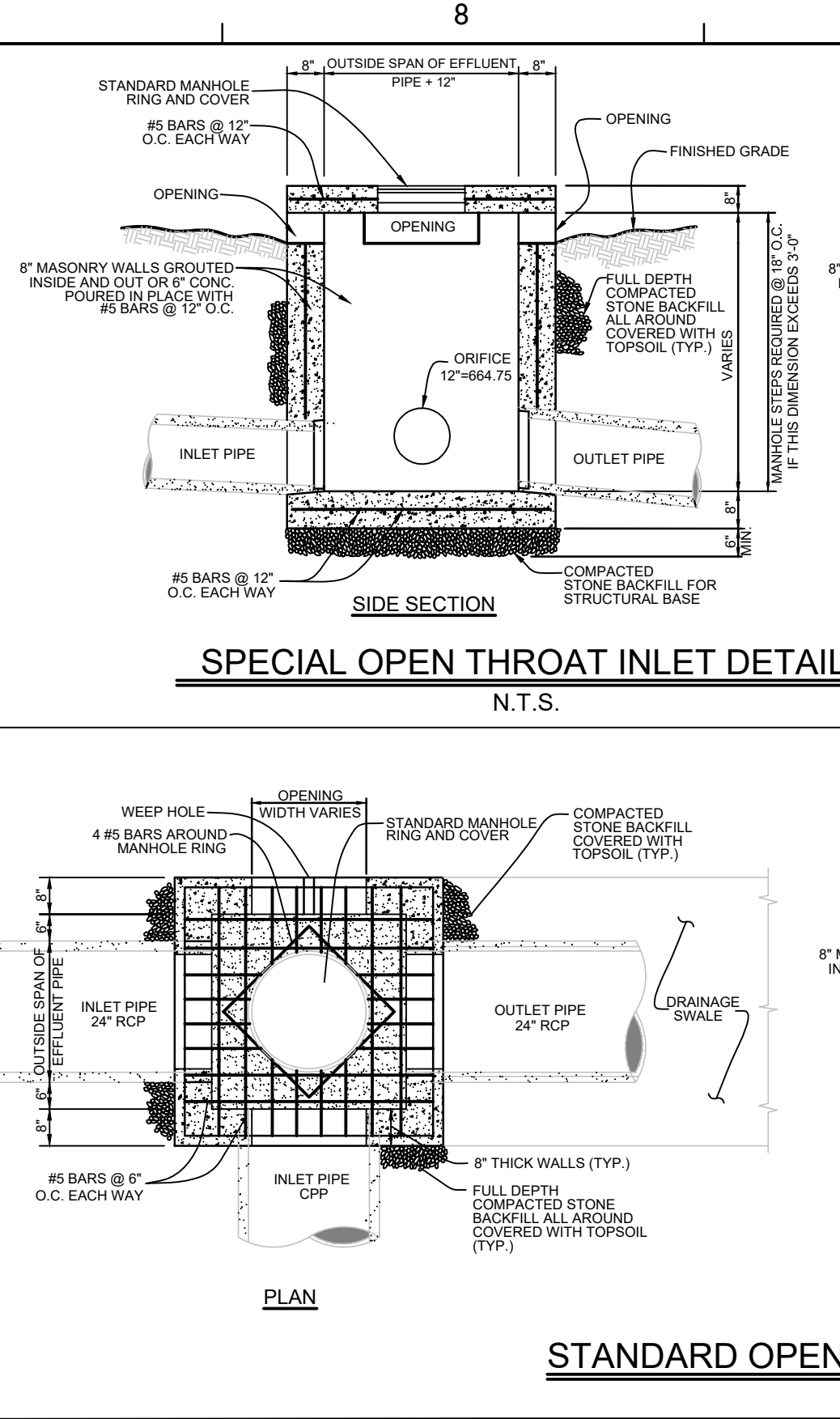
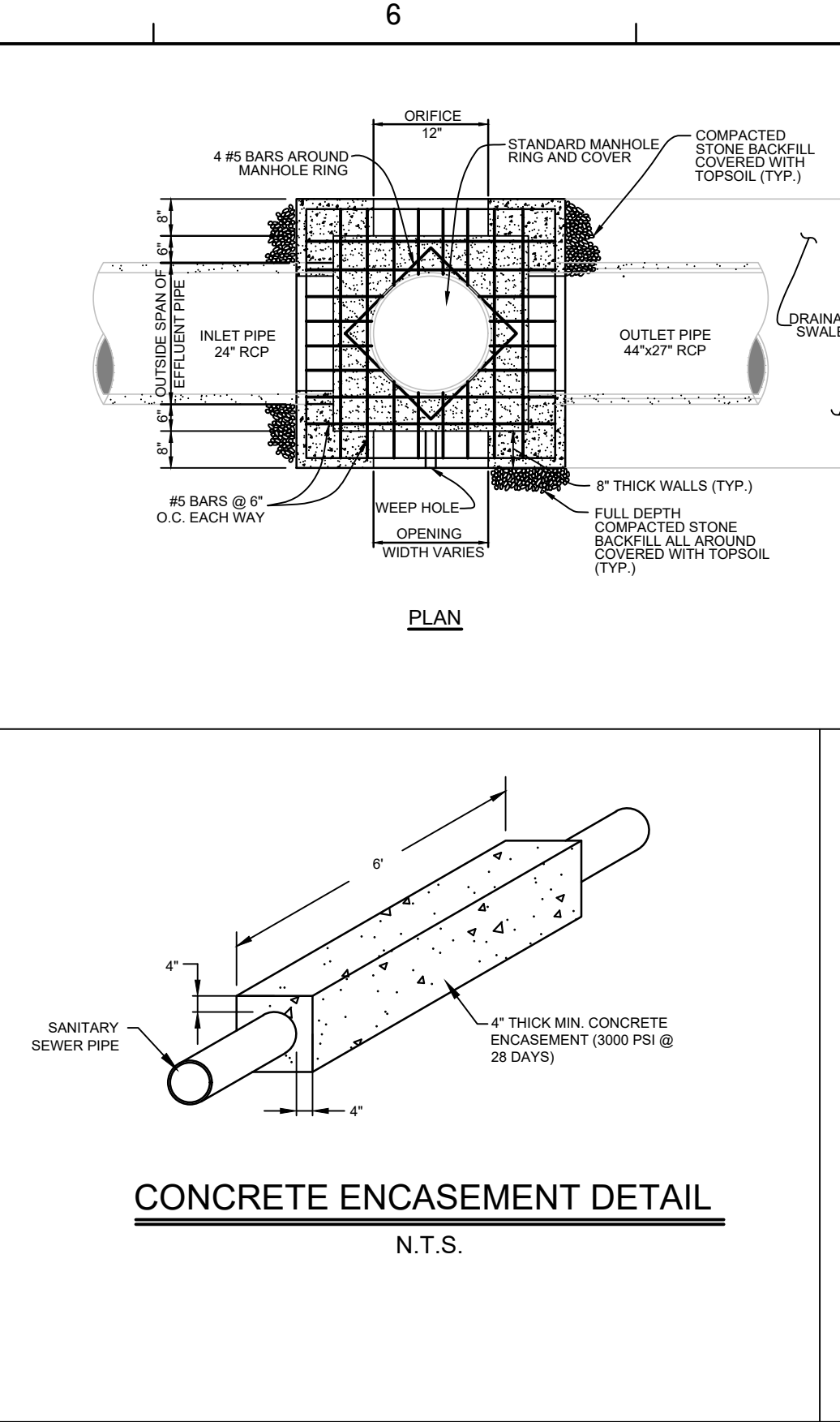
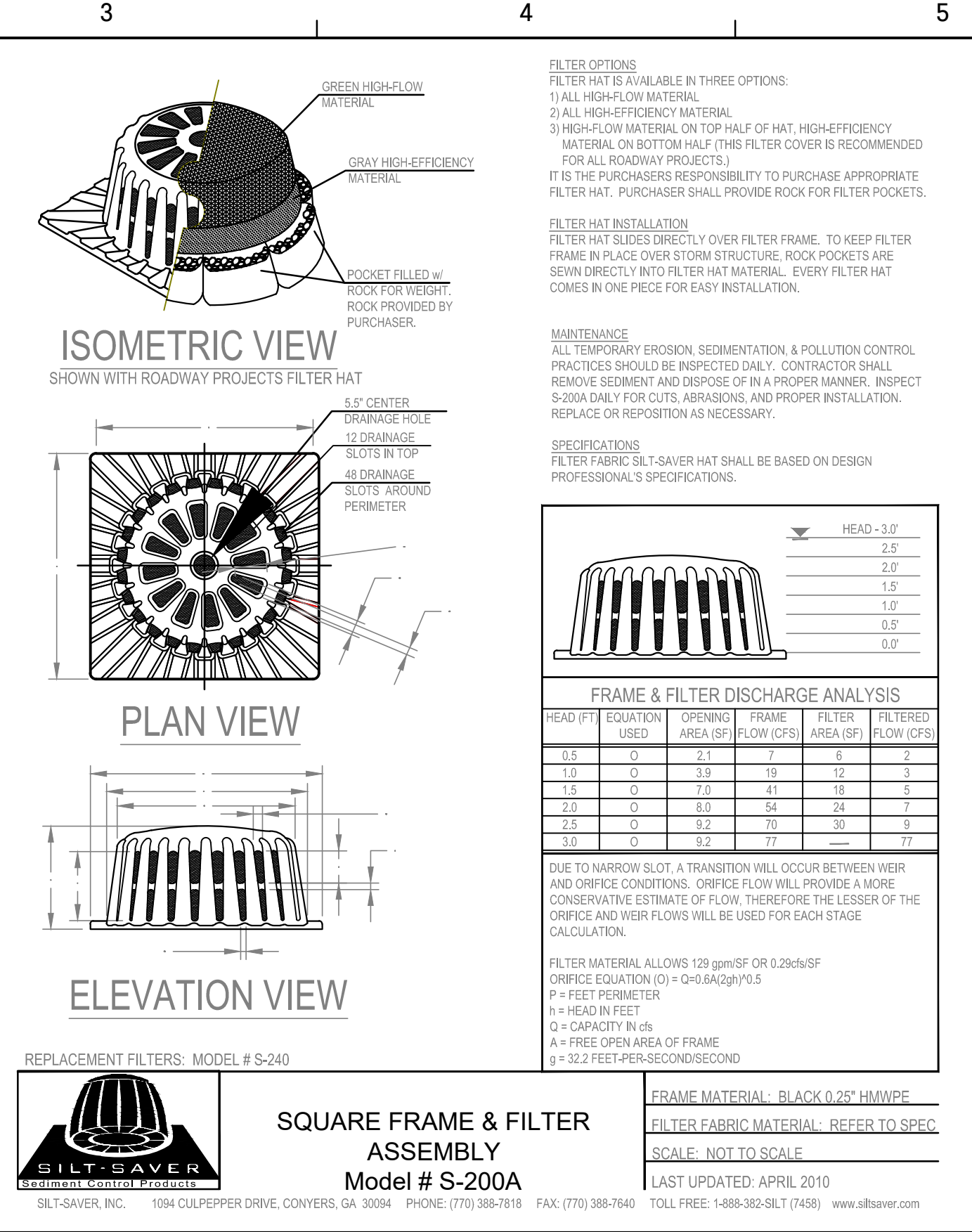
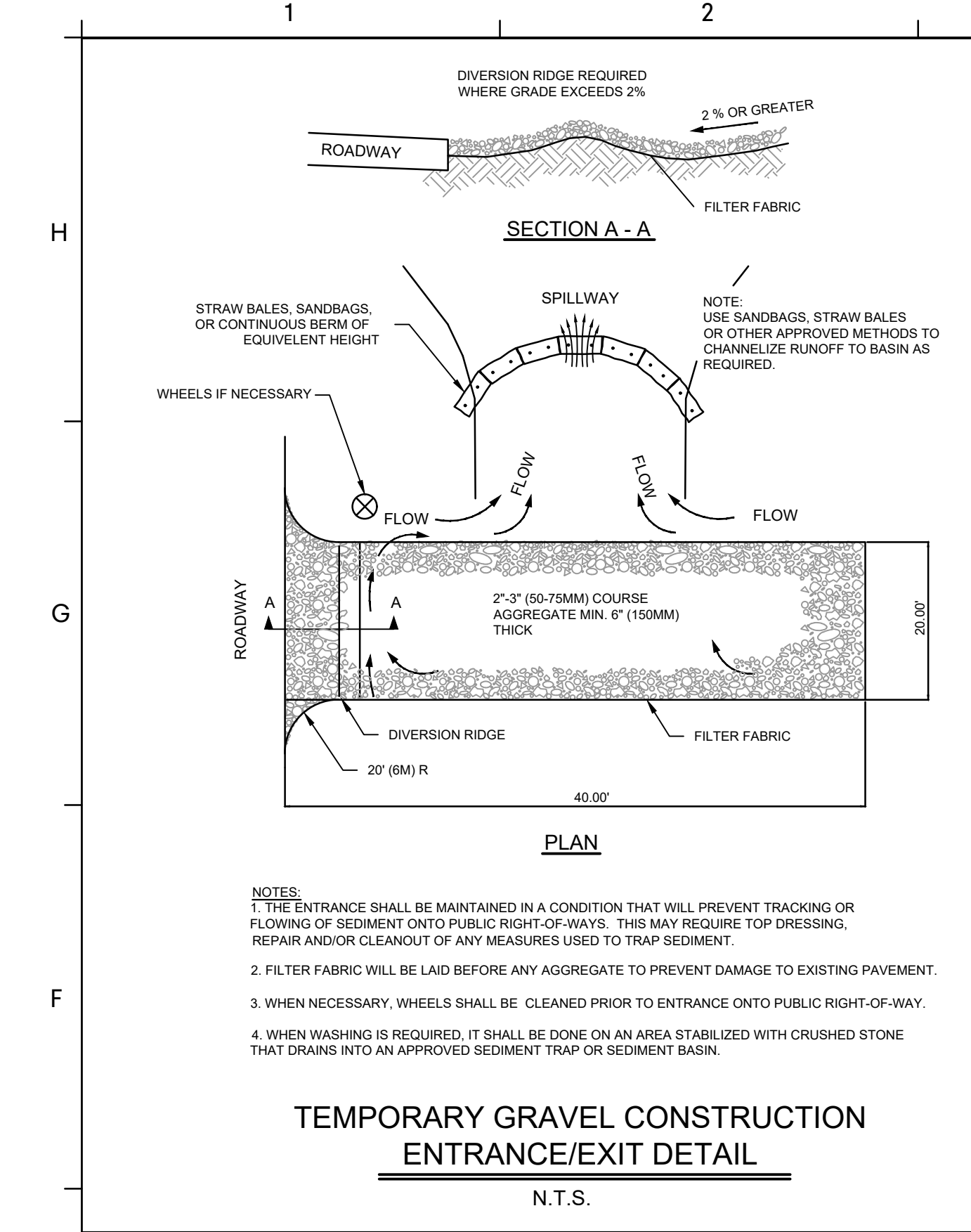
**GRADING AND
DRAINAGE PLAN**

C1.1
Sheet 6 of 8

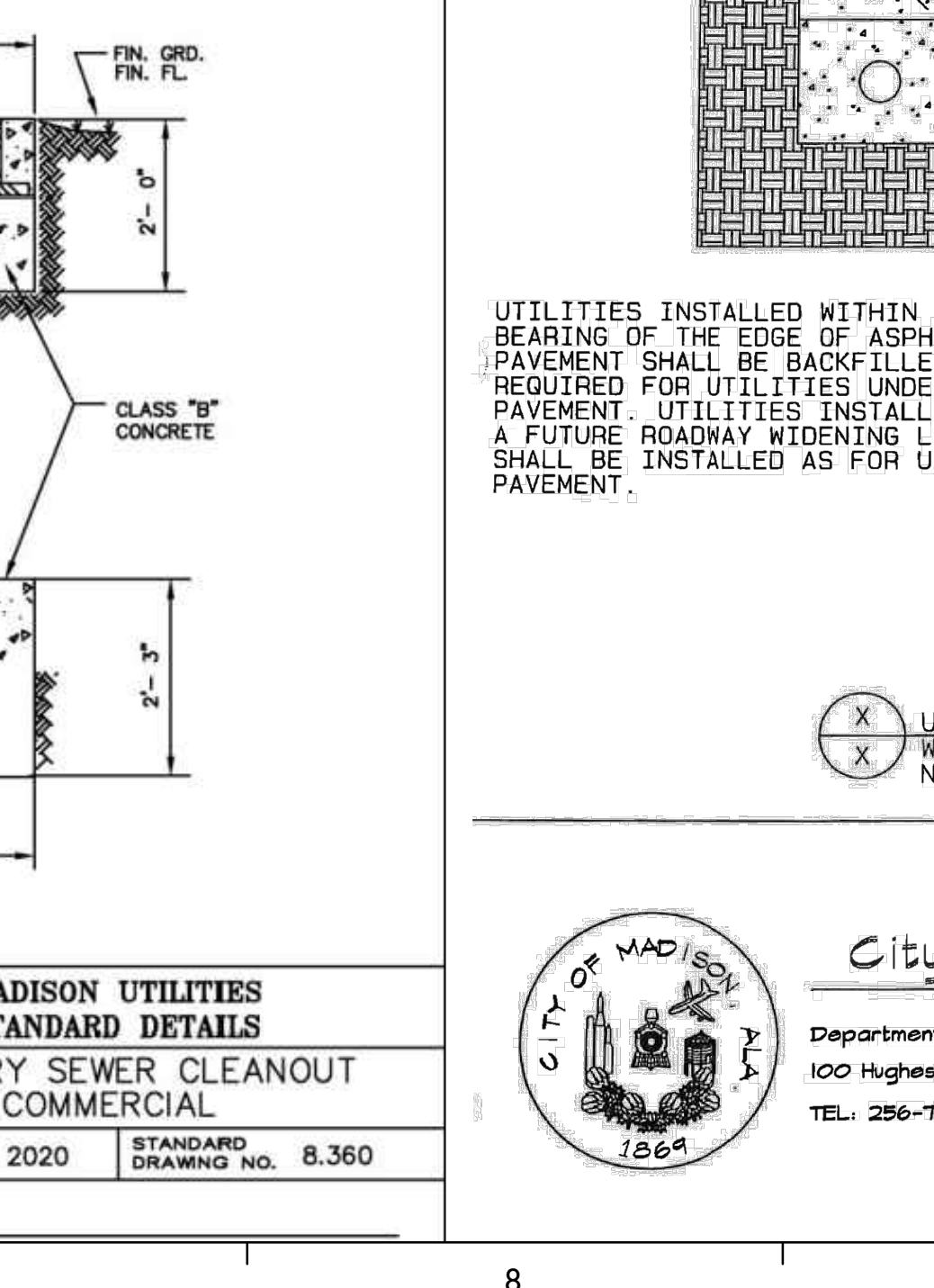
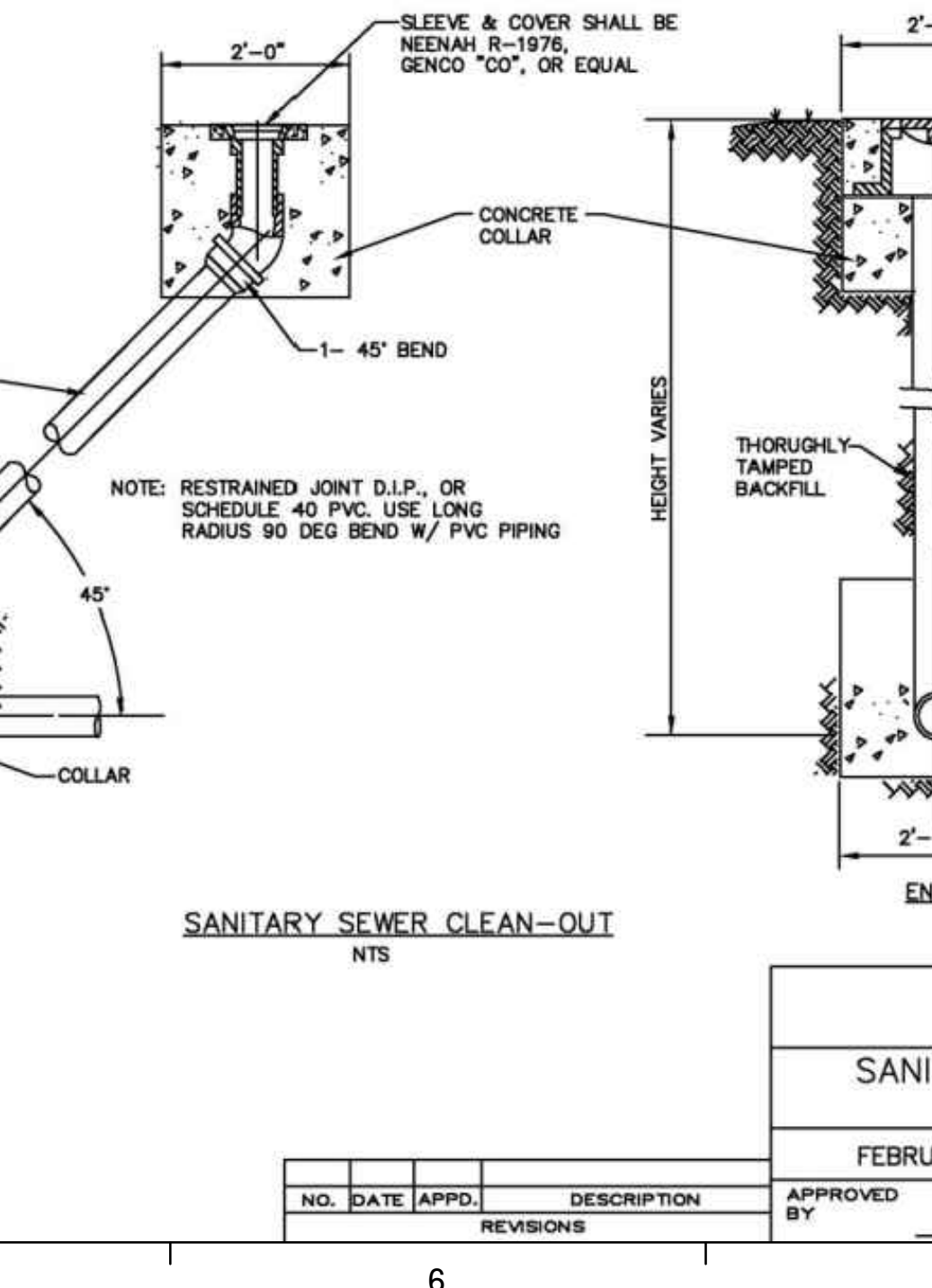
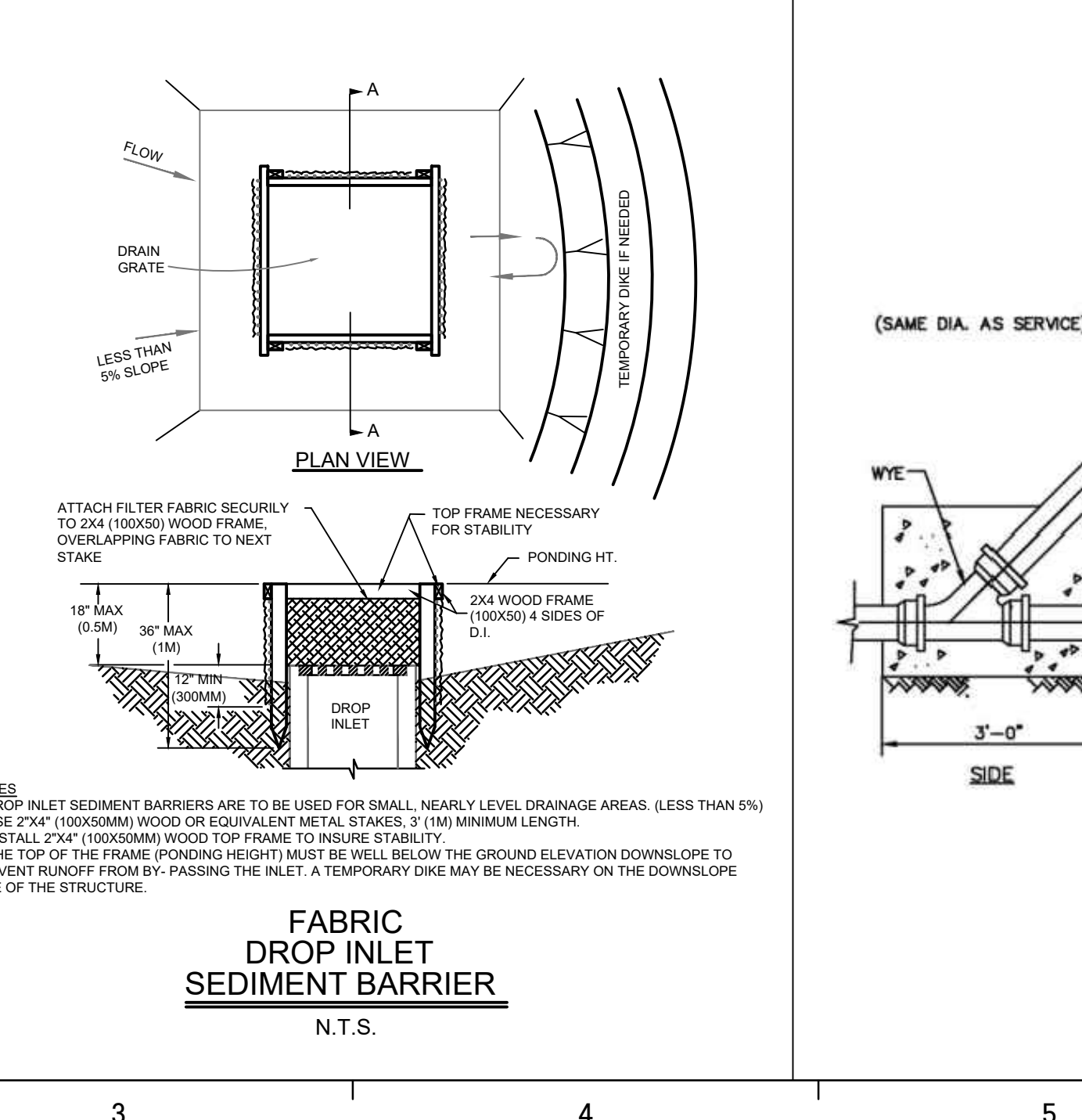
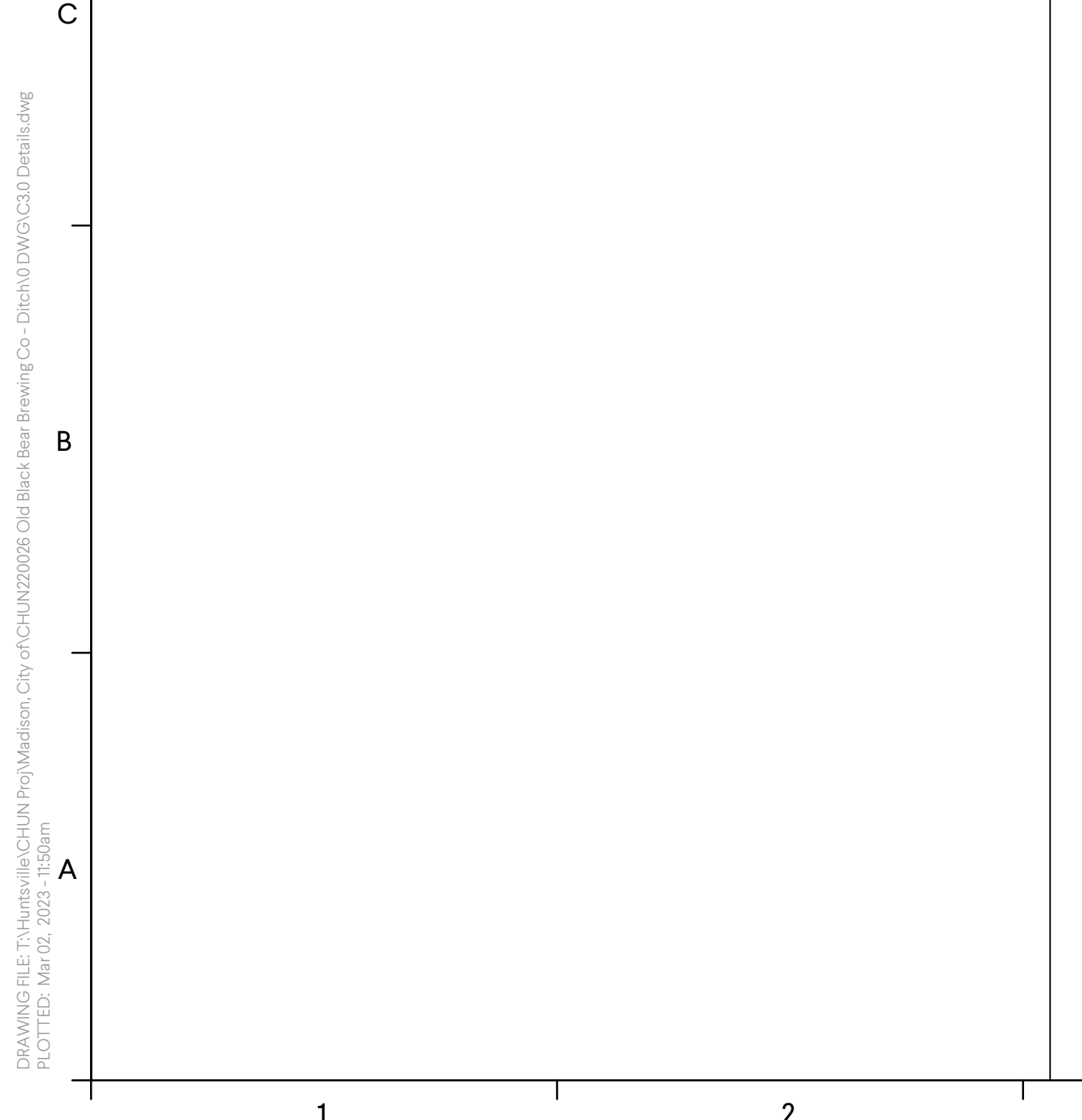
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3-2-2023



Pipe Size Inside Diameter	Min Thick Of Shell	A	E	F	H	R	L1	W	Y	K
18"	2"	3'-6 3/4"	5'-3 7/8"	5'-2"	2'-8 1/2"	7"	5'-3 3/4"	0'-8"	2'-6"	3'-4 1/2"
24"	2 1/2"	4'-1 3/4"	6'-9"	6'-10"	3'-3 1/2"	7"	7'-1 1/8"	0'-9 1/2"	3'-1"	3'-11 1/2"
30"	3 1/4"	4'-9 1/4"	8'-2"	8'-2"	3'-10 1/2"	7"	8'-6 1/8"	0'-11 3/4"	3'-8 1/2"	4'-6 1/2"
36"	3 1/2"	5'-3 3/4"	9'-6 3/8"	9'-8"	4'-5 1/2"	7 1/2"	10'-1 1/4"	1'-1 1/2"	4'-3"	5'-1 1/2"
42"	4"	5'-10 3/4"	11'-0"	11'-0"	5'-0 1/2"	7 1/2"	11'-6 1/4"	1'-4"	4'-10"	5'-8 1/2"
48"	4 1/2"	6'-5 3/4"	12'-6"	12'-6"	5'-7 1/2"	7 1/2"	13'-1 1/2"	1'-6"	5'-5"	6'-3 1/2"
54"	5 1/2"	7'-1 3/4"	13'-10"	13'-10"	6'-2 1/2"	8"	14'-6 1/2"	1'-7 1/2"	6'-1"	6'-10 1/2"
60"	6"	7'-8 3/4"	15'-6"	15'-6"	6'-9 1/2"	8"	16'-3 3/4"	1'-9"	6'-8"	7'-5 1/2"
66"	6 1/2"	8'-3 3/4"	16'-8"	16'-8"	7'-5"	8 1/2"	17'-6 3/4"	2'-0"	7'-3"	8'-1"



CONSTRUCTION DETAILS

PAVEMENT
BASE
SUBGRADE

TOPSOIL WITH SEED OR SOD FOR EROSION CONTROL

78, #67, OR #57 STONE BACKFILL TO WITHIN 12" OF THE TOP OF SUBGRADE. WRAPPED IN FILTER FABRIC. LAP FILTER FABRIC OVER STONE AND INSTALL 12" CRUSHED AGGREGATE BASE, COMPACTED IN TWO 6" LIFTS.

78 STONE BEDDING AND INITIAL BACKFILL. TRENCH WIDTH, DEPTH OF BEDDING AND DEPTH OF INITIAL BACKFILL TO BE DETERMINED BY THE SEPARATE UTILITIES.

TRENCH BACKFILL TO MEET THE MADISON CITY SPECIFICATIONS. CALL FOR CITY INSPECTION DURING BACKFILL.

UTILITY TRENCH INSTALLATION
WITHIN EXISTING RIGHT OF WAY BUT NOT UNDER PAVEMENT STRUCTURE

CITY OF MADISON
Department of Engineering
100 Hughes Road, Madison, Alabama 35758
TEL: 256-712-5631 FAX: 256-712-6244

APPROVED BY: GLC
DATE: 6-29-2010
STANDARD DRAWING NUMBER: 2640-26

PLOT SCALE: 1

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GMCNETWORK.COM
CA# 699

CONSTRUCTION DOCUMENTS 03/02/2023

ISSUE DATE

CONSTRUCTION DOCUMENTS

DOWNTOWN DITCH DRAINAGE IMPROVEMENT
MADISON, AL

PROJ # 22-019
GMC CHUN220026

CONSTRUCTION DETAILS

APPROVED BY: GLC
DATE: 6-29-2010
STANDARD DRAWING NUMBER: 2640-26

CITY OF MADISON
1869

3.0
Sheet 8 of 8

RESOLUTION NO. 2023-205-R

A RESOLUTION AUTHORIZING VIDEO RECORDING AND ARCHIVING OF THE JUNE 21, 2023, CITY COUNCIL WORK SESSION

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that pursuant to Resolution No. 2022-184-R, the Council will require that the City Council Work Session of June 21, 2023 shall be live streamed, archived and made available for subsequent viewing;

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on the 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-196-R

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Barge Design Solutions, Inc., for FEMA No Rise Certification on Project No. 23-012 (Balch Road and Browns Ferry Road Intersection Improvements), said Agreement to be substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Professional Services Agreement," and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same; and

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

BE IT FURTHER RESOLVED that, upon request and notification from the appropriate department that the terms of the agreement preceding payment have been satisfied, the Finance Director is hereby authorized to forward payment to Barge Design Solutions, Inc., in the amount(s) and manner set forth in the Agreement authorized by passage of this resolution.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Barge Design Solutions, Inc.** located at **200 Clinton Avenue West Suite 800, Huntsville, AL 35801**, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for engineering design services for the Project 23-012 located at the intersection of Balch Road and Browns Ferry Road for Feme No Rise Certification; 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, to wit: Feme No Rise Certification for Project 23-012 located at the Balch Road and Browns Ferry Road Intersection, said services to be administered according to Consultant's proposal dated May, 31, 2023 ("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 **seventeen thousand five hundred dollars (\$17,500.00)**, 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:

*Director
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:

*Mr. Gregg Bissot PE, CPESC
200 Clinton Avenue West, Suite 800
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 _____, 2023.

Notary Public



The scope of work is presented in the following elements.

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

I. Project Descriptions

Balch/Browns Ferry Road Roundabout

Project Description: The proposed project will include the construction of a new Roundabout at the intersection of Balch Road and Browns Ferry Road near Mill Creek in the City of Madison. In general, the current scope of work proposed by Barge for this project includes field survey, traffic analysis, preparation of roadway plans (including lighting and landscaping), and right-of-way documentation for the above improvements. This Modification 1 is for the additional scope of a No-Rise Certification for the project as described.

II. Scope of Services

Barge Design Solutions, Inc. (Barge) proposes to provide professional services for the preparation of a No-Rise Certification for the proposed road improvements on Browns Ferry Road over Mill Creek just west of Madison, Alabama using the USACE HEC-RAS modeling software.

A: No-Rise Certification approach

1. Obtain the effective Federal Emergency Management Agency (FEMA) models for Mill Creek.
2. Prepare Duplicate Effective and Corrected Effective Models.
3. Create the Existing Conditions Model using the subconsultants topographic survey.
4. Prepare No-Rise documentation and submit it to the City of Madison's community floodplain administrator.
5. Address one round of comments from the community floodplain administrator and finalize the No-Rise Certification.

III. Additional Services

Barge proposes miscellaneous support services, if needed, including utility coordination,

utility relocation design, negotiations, environmental services, and other services as requested by the City.

If additional services beyond the tasks outlined in Section II are required, this work can be completed utilizing the rates provided in the attached proposal.

IV. Project Understandings, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:
 1. The location of the proposed work will be between the stream crossings at Browns Ferry Road and Balch Road and will not change.
 2. Barge will address one round of comments provided by the City of Madison.
 3. Review fees (if any) will be paid by the Client.
 4. Any additional field survey data required will be provided by the Client.
 5. The cost for preparing a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) is not included in this proposal.

V. Time of Performance

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

VI. Client’s Responsibilities

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

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

VII. Deliverables

Barge will provide the finalized No-Rise Certification package which will include a report in pdf format and HEC-RAS files.

VIII. Compensation

Fee Summary Table

Items	Fee Type	Fee Amount
No-Rise Certification	Lump Sum	\$17,500
Total	LS	\$17,500

RESOLUTION NO. 2023-206-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE
THE SUBDIVISION IMPROVEMENTS FOR ACADIA AT ARLINGTON PARK**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective June 26th, 2023, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Acadia at Arlington Park as recorded in the Madison County Probate Office in Plat Book 2023, Pages 3-4.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Acadia at Arlington Park

Principal: Doublehead Properties, LLC

Bond No: 1869 Amount: \$94,394.00 LOC X Cash

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

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

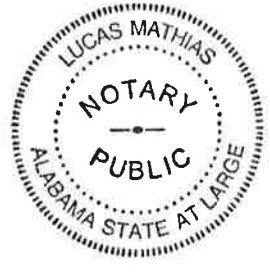
WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 31st day of May, 2023.

Lucas Mathias
WITNESS



PRINCIPAL
By: [Signature]

Its: Member

APPROVED:
[Signature]
City Engineer

6/12/2023
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer



THE HARDIN COUNTY BANK

235 Wayne Road • P.O. Box 940 • Savannah, TN 38372

Gordon Majors
President

(731) 925-9001
Fax: (731) 925-8106

IRREVOCABLE LETTER OF CREDIT
(FOR SUBDIVISION MAINTENANCE BOND)

Beneficiary:

City of Madison
100 Hughes Road
Madison, AL 35758
(hereinafter "CITY")

Applicant:

Doublehead Properties, LLC
150 Heathrow Drive
Florence, AL 35633
(hereinafter 'DEVELOPER')

Bank:

Hardin County Bank
235 Wayne Road
Savannah, TN 38372
(hereinafter "BANK")

Subdivision: Acadia at Arlington Park

LOC No. **1869**
Amt: **\$94,394.00**
Date: **06/26/2023**
Expiration: **07/26/2025**
(at least 25 months after date)

We hereby establish our Standby Irrevocable Letter of Credit ("LOC") in favor of CITY for the account of DEVELOPER for the purpose of securing a Maintenance Bond for Subdivision Improvements submitted by DEVELOPER as a condition for acceptance of the referenced subdivision into the City's Maintenance Program. This LOC shall be valid up to the amount above stated. It shall be available for draft by the CITY at sight drawn to BANK on or before the expiration date.

"This draft is made against the attached LOC submitted to the City of Madison by the referenced DEVELOPER as security for a maintenance bond posted upon application for acceptance of the subdivision improvements referenced therein. We hereby certify that the referenced subdivision improvements are defective or in need of repair, and that DEVELOPER has been given a reasonable opportunity to cure such defects or make such repairs, yet has failed to do so. Funds drawn under the attached LOC and received from BANK will be used to cure such defects or make such repairs."

We hereby engage with *bona fide* holders that drafts drawn strictly in compliance with the terms of the LOC and any amendments thereto on or before the close of business on the referenced expiration date shall meet with due honor upon presentation to BANK.

Except as otherwise stated, this LOC is subject to the "Uniform Customs and Practices for Documentary Credit" (2007 revision), International Chamber of Commerce Publication 600 ("UCP"). As to matters not covered by the UCP, this credit is subject to and governed by the laws of the State of Alabama.

The Hardin County Bank

By: Jennifer Williams
Jennifer Williams

By: Dan Adkisson
Dan Adkisson

Member FDIC
www.hardincountybank.bank

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: ACADIA AT ARLINGTON PARK

Plat Book: 2023 Page: 3-4 or Document # _____

Probate Records of Madison County, Alabama

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

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

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

Date: 12/15/2022

Developer: DOUBLEHEAD PROPERTIES, LLC.

Address: 150 HEATHROW DR. FLORENCE, AL 35763

By: 

ENGINEERING CERTIFICATION

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


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

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

Date: 12/15/2022

Consulting Engineers: MORELL ENGINEERING

Address: 711 EAST HOBBS ST., ATHENS, AL 35611

By: 


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

Subdivision: ACADIA AT ARLINGTON PARK

Plat Book: 2023 Page: 3-4 or Document # _____

Probate Records of Madison County, Alabama

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



Board Inspector

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



General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 17th day of January, 2023, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of al other subdivision improvements by the City of Madison.



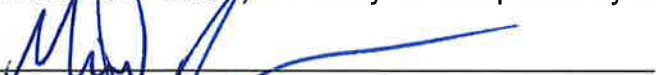
Board Chairman

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



City Inspector

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



Director of Planning ~~Engineering~~

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

Council President

Mayor

RESOLUTION NO. 2023-207-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND MAINTENANCE THE
SUBDIVISION IMPROVEMENTS FOR BRADFORD STATION, PHASE TWO**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective June 26th, 2023, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Bradford Station Subdivision, Phase 2 as recorded in the Madison County Probate Office in Plat Book 2023, Pages 146-148.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Bradford Station Phase 2

Principal: Lennar Homes of Alabama, LLC

Bond No: _____ Amount: \$224,872.98 LOC _____ Cash X

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

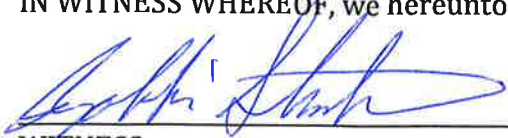
WHEREAS, SUBDIVISION IMPROVEMENTS (except water and sewer improvements accepted by the Water and Wastewater Board and sidewalks separately bonded) in the above referenced subdivision constructed by the PRINCIPAL, have been or are expected to be approved for dedication to and acceptance by the City effective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

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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 1 day of June, 2023.



WITNESS

PRINCIPAL

By: _____

Its: Division Manager and Authorized Agent

APPROVED:



City Engineer

6/12/2023

Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Bradford Station Phase 2

Plat Book: 2023 Page: 146-148 or Document # _____

Probate Records of Madison County, Alabama

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

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

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

Date: 3/6/2023

Developer: Lennar Homes of Alabama, LLC

Address: 2101 W. Clinton Avenue, Suite 202, Huntsville, Alabama 35805

By: 

ENGINEERING CERTIFICATION

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

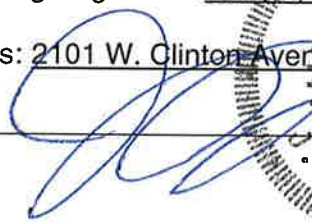
This certification is based on inspections and investigations of the engineer and shall not constitute an express or implied warranty or guarantee of the improvements.

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

Date: 3/6/2023

Consulting Engineers: Mullins, LLC

Address: 2101 W. Clinton Avenue, Suite 503, Huntsville, Alabama 35805

By: 



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

Subdivision: Bradford Station Phase 2

Plat Book: 2023 Page: 146-148 or Document # _____

Probate Records of Madison County, Alabama

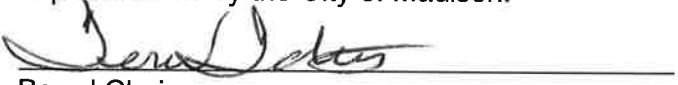
The water and sanitary sewer systems of the above-referenced subdivision have passed required tests and inspection and are hereby recommended for acceptance into the maintenance program of the Water and Wastewater Board of the City of Madison.


Board Inspector

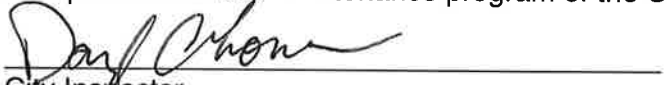
All required construction plans, bonds and other documents and certifications have been submitted and the above-referenced water and sanitary sewer systems in the above-referenced subdivision are ready for acceptance by the Board.


General Manager

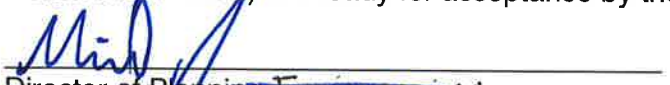
Upon affirmative vote of the Water and Wastewater Board on this the 21st day of March, 2023, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of all other subdivision improvements by the City of Madison.


Board Chairman

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


City Inspector

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


Director of Planning Engineering

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

Council President

Mayor

RESOLUTION NO. 2023-208-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE THE SUBDIVISION IMPROVEMENTS FOR
WINDERMERE, PHASE TWO**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective June 26th, 2023, the City of Madison accepts for public use and maintenance the street, drainage, and utilities within the rights of way and easements dedicated for Windermere Subdivision, Phase 2 as recorded in the Madison County Probate Office in Plat Book 2023, Pages 171-173.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2023

Paul Finley, Mayor
City of Madison, Alabama



CITY OF MADISON, ALABAMA
MAINTENANCE BOND FOR SUBDIVISION IMPROVEMENTS

Subdivision: Windermere Subdivision Phase 2

Principal: Premium Properties, LLC

Bond No: 555877 Amount: \$124,600.36 LOC X Cash

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

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

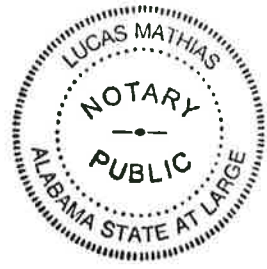
WHEREAS, in consideration of the acceptance of said subdivision improvements by the CITY, the PRINCIPAL hereby guarantees to the CITY for a period of two (2) years after dedication of said improvements that any and all defects or deficiencies arising, occurring, or becoming apparent with respect to said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

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

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

IN WITNESS WHEREOF, we hereunto set our names and seals on this 6th day of June, 2023.

[Signature]
WITNESS



PRINCIPAL
By: [Signature]

Its: Member

APPROVED:
[Signature]
City Engineer

6/12/2023
Date

ACCEPTED:

CITY OF MADISON

Mayor

Date

ATTEST:

City Clerk - Treasurer

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

City of Madison
100 Hughes Road
Madison, Alabama 35758

Madison Utilities
101 Ray Sanderson Drive
Madison, Alabama 35758

Subdivision: Windermere Subdivision, Phase 2

Plat Book: 2023 Page: 171-173 or Document # _____

Probate Records of Madison County, Alabama

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

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

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

Date: 04/17/2023

Developer: Premium Properties, LLC

Address: 150 Heathrow Drive, Florence, AL 35633

By: 

ENGINEERING CERTIFICATION

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

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

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

Date: 04/17/2023

Consulting Engineers: Morell Engineering, Inc.

Address: 4801 University Square, Suite 20, Huntsville, AL 35816

By: 

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

Subdivision: Windermere Subdivision, Phase 2

Plat Book: 2023 Page: 171-173 or Document # _____

Probate Records of Madison County, Alabama

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




Board Inspector

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



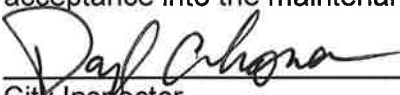
General Manager

Upon affirmative vote of the Water and Wastewater Board on this the 1st day of May, 2023, dedicated water and sanitary sewer systems in the above referenced subdivision are hereby accepted into the maintenance system of the Board, subject only to final acceptance of al other subdivision improvements by the City of Madison.



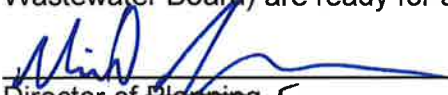
Board Chairman

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



City Inspector

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



Director of Planning Engineering

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

Council President

Mayor



IRREVOCABLE LETTER OF CREDIT
(FOR SUBDIVISION MAINTENANCE BOND)

<u>Beneficiary:</u>	<u>Applicant:</u>	<u>Bank:</u>
City of Madison	Premium Properties, LLC	CB&S Bank
100 Hughes Road	150 Heathrow Drive	521 Madison Street SE
Madison, AL 35758	Florence, AL 35633	Huntsville, AL 35801
(hereinafter "CITY")	(hereinafter "DEVELOPER")	(hereinafter "BANK")

Subdivision: Windermere Subdivision Phase 2

LOC No.: 555877
Amt: \$124,600.36
Note Date: 06/02/2023
Date: 06/26/2023
Expiration: 07/26/2025
(at least 25 months after date)

We hereby establish out Standby Irrevocable Letter of Credit ("LOC") in favor of CITY for the account of DEVELOPER for the purpose of securing a Maintenance Bond for Subdivision Improvements submitted by DEVELOPER as a condition for acceptance of the referenced subdivision into the CITY'S Maintenance Program. This LOC shall be valid up to the amount above stated. It shall be available for draft by the CITY at sight drawn to BANK on or before the expiration date.

"This draft is made against the attached LOC submitted to the City of Madison by the referenced DEVELOPER as security for a maintenance bond posted upon application for acceptance of the subdivision improvements referenced therein. We hereby certify that the referenced subdivision improvements are defective or in need of repair, and that DEVELOPER has been given a reasonable opportunity to cure such defects or make such repairs, yet has failed to do so. Funds drawn under the attached LOC and received from BANK will be used to cure defects or make such repairs."

We hereby engage with *bona fide* holders that drafts strictly in compliance with the terms of the LOC and any amendments thereto on or before the close of business on the referenced expiration date shall meet with due honor upon presentation to BANK.

Except as otherwise stated, this LOC is subject to the "Uniform Customs and Practices for Documentary Credit" (2007 Revision), International Chamber of Commerce Publication 600 ("UCP"). As to matters not covered by the UCP, this credit is subject to and governed by the laws of the State of Alabama.

Bank: CB&S Bank



BY: Jamie Vafeas, Senior Executive Vice President

RESOLUTION NO. 2023-219-R

**A RESOLUTION ACCEPTING INTO PUBLIC USE AND
MAINTENANCE FOR GREENBRIAR HILLS, PHASE 4 SUBDIVISION**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that, upon the recommendation of the Planning Department and Engineering Department, effective June 26, 2023, the City of Madison accepts for public use and maintenance the water and sanitary sewer system of Greenbriar Hills, Phase 4 Subdivision as recorded in the Limestone County Probate Office in Plat Book J, Pages 372-374.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

RESOLUTION NO. 2023-216-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH HUNTSVILLE DESIGN & CONSTRUCTION, INC.**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute a Professional Services Agreement with Huntsville Design & Construction, Inc., for design and construction of repairs to stucco on Fire Station 1, 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 Huntsville Design & Construction, 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 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and **Huntsville Design & Construction, Inc.** located at **P.O. Box 17249 Huntsville, AL 35810**, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for design and repairs to the front stucco above the bay doors of Fire Station 1; 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, to wit: design and repair stucco on Fire Station 1, administered according to Consultant's proposal dated May, 19 2023 ("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 **eight thousand forty dollars (\$8,040.00)**, payable as services are rendered and invoiced to City.
- 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:

*Director
City 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:

*Huntsville Design & Construction, Inc.
P.O. Box 17249
Huntsville, AL 35810*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. In the event the terms set forth in the body of this Agreement conflict with the

terms set forth in any attachment hereto, the terms set forth in the body of this Agreement shall prevail.

- E. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- F. Consultant agrees to comply with all applicable Federal, State, and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. By signing this Agreement, the parties affirm, for the duration hereof, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

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

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

**STATE OF ALABAMA §
 §
COUNTY OF MADISON §**

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

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

Notary Public



Madison City Fire Station
 Cost Breakdown
 May 19, 2023

ATTN: Brandy Williams
Job: Miscellaneous EIFS Work

Option #1		
Mechanical fasten existing E.I.F.S. to metal stud framing, apply new base and texture finish (affected areas only)	\$	5,567.00
Option #2		
Remove all E.I.F.S. in affected area, replace substrate and install new E.I.F.S.	\$	8,040.00

**Note:* To prevent having new verses old finish color, we could
 add base and finish over to the inside corner.
 This would add \$1,680.00

***Price does not include any flashing or shingle work that might need replacing once
 substrate is removed.*

I HEREBY ACCEPT OPTION #1
 IN THE AMOUNT OF \$ 5,567.00

 Paul Finley, Mayor of Madison

ATTEST:

 Lisa D. Thomas
 City Clerk-Treasurer

I HEREBY ACCEPT OPTION #2
 IN THE AMOUNT OF \$ 8,040.00

ORDINANCE NO. 2023-134**AN ORDINANCE EXTENDING TERM OF FRANCHISE
OF KNOLOGY OF HUNTSVILLE, INC. D/B/A WOW!**

WHEREAS, Knology of Huntsville, Inc. doing business as WOW! Internet-Cable-Phone (herein "WOW!") has operated and maintained a franchise for construction, installation, operation, and maintenance of a cable and broadband system within the City's territorial jurisdiction since 2006; and

WHEREAS, the City Council of the City of Madison has determined that the continuation of WOW!'s franchise for an additional ten-year term will promote the health, safety, and welfare of the public and otherwise serve the public interest; and

WHEREAS, by this Ordinance, the Council desires to extend its grant of a non-exclusive franchise to WOW! and to authorize the execution of an amended Franchise Agreement between the City of Madison and WOW!;

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

Section 1. The City, in consideration of the acceptance of the mutual covenants and agreements and of all the terms and conditions of this Ordinance hereby grants to WOW!, its successors and assigns, the right, privilege, authority, and non-exclusive franchise to construct, own, maintain, enlarge, extend, improve, and operate a cable and broadband system, as defined in the Franchise Agreement, within the City, and to use the streets, avenues, alleys, public ways, and places in the City for such purposes in accordance with the terms, conditions, and provisions of this Ordinance.

Section 2. That the Mayor is hereby authorized and directed to execute the "Franchise Agreement" attached hereto as **Exhibit A** and that the City Clerk-Treasurer is hereby authorized to appropriately attest the same.

Section 3. If any word, clause, phrase, sentence, paragraph, or provision of this Ordinance or the Franchise Agreement shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof.

Section 4. That the Franchise Agreement shall be in full force and effect after the date of its final passage, adoption, and proper execution. A synopsis of this Ordinance or synopsis thereof shall be published one time in the Madison County Record, a newspaper of general circulation in the City of Madison, Alabama.

READ, PASSED, and ADOPTED this 10th day of July 2023

Ranae Bartlett, Council President
City of Madison, Alabama

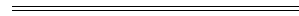
ATTEST:

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

APPROVED this _____ day of July 2023

Paul Finley, Mayor
City of Madison, Alabama

EXHIBIT A



Franchise Agreement

between

City of Madison, Alabama

and

Knology of Huntsville, Inc.

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1	GRANT OF AUTHORITY2
SECTION 2	THE CABLE SYSTEM.....5
SECTION 3	CUSTOMER SERVICE.....8
SECTION 4	COMPENSATION AND OTHER PAYMENTS.....8
SECTION 5	COMPLIANCE REPORTS10
SECTION 6	ENFORCEMENT10
SECTION 7	ASSIGNMENT AND OTHER TRANSFERS12
SECTION 8	INSURANCE, INDEMNITY AND BOND12
SECTION 9	PUBLIC, EDUCATION, GOVERNMENT ACCESS.....14
SECTION 10	MISCELLANEOUS16
APPENDIX A	DEFINED TERMS A-1
APPENDIX B	CUSTOMER SERVICE STANDARDSB-1

AGREEMENT

This **AGREEMENT** is effective as of the 11th day of July 2023 (the “Effective Date”), and is between the City of Madison, Alabama (the “Franchising Authority” or the “City”), and Knology of Huntsville, Inc. (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a cable and broadband system on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

**SECTION 1
GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the cable and broadband system, and provide cable services through the system, subject to the terms and conditions of this Agreement. This Franchise authorizes cable and broad service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of five (5) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate or restrict the right of the Franchising Authority to perform any public works or public improvements of any description, except as explicitly provided herein, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement, which has been adopted by Ordinance, shall prevail, except where such conflict arises from the Franchising Authority’s lawful exercise of its police powers.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in

such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled City Council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2 THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. The company specifically agrees to abide by all unemployment compensation laws; the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and all other federal laws governing employment compensation, environmental matters and/or occupational safety. All installation of facilities shall be conducted in a safe and workman like manner. Furthermore, all installation shall be conducted in accordance with current professional engineering standards.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.2.3 Notice to City. If at any time the Company intends to perform construction work in any right-of-way, the Company shall obtain a right-of-way permit from the City and shall provide the City with notice before commencing any such work as required by the Right-of-Way Permit application process.

2.2.4 Notice to Residents. The Company shall have its employees, representatives and/or all subcontractors identify themselves to residents and/or owners of private property upon inquiry and such employees, representatives and/or subcontractors of the Company shall notify residents and/or owners of private property in advance of entry upon such private property. Furthermore, the Company agrees that its employees, representatives and/or all

subcontractors shall mark their vehicles with markings and/or decals that properly identify anyone attempting to make entry upon private property as an employee, representative and/or subcontractor of the Company.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The issuance of permits, licenses, or other approvals shall not be unreasonably delayed or withheld by the Franchising Authority. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least forty-five (45) days' advance written notice from the Franchising Authority and at the Company's own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other third party be compensated as a result of a required protection, alteration, or relocation of its facilities.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move

any structure, temporarily move its wires to permit the moving of such structure; provided that (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed forty five (45) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall, at its own cost and expense, restore the Street according to the standards set forth in the Alabama Department of Transportation's Utilities Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration. The Company shall warrant any restoration work performed under this Agreement, including the maintenance of any landscaping or vegetation installed as part of the restoration work, for a period of twenty-four (24) months. This restoration requirement shall survive the expiration, revocation and termination of this Agreement. In any dispute over the adequacy of restoration or maintenance under this Section, the City shall have the authority, in the exercise of its reasonable discretion, to determine the adequacy of the restoration or maintenance.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. The Company shall be entitled to expand and upgrade its System as it deems reasonably necessary.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice, which may be accomplished via electronic mail to the Company's designee,

of the submission for technical review of planned developments within the Franchise Area requiring undergrounding of cable facilities.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company’s receipt of such updated map and electronic list of addresses and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

**SECTION 3
CUSTOMER SERVICE**

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

**SECTION 4
COMPENSATION AND OTHER PAYMENTS**

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Alabama, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 5 COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Alabama Public Records Law (Ala. Code § 36-12-40, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any such documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Alabama Public Records Law, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6 ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem within twenty

one (21) days, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance (“Violation Notice”).

6.2 Company’s Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Meeting with Officials. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority shall schedule a meeting with representatives of both the Company and the Franchising Authority to resolve the matter. Such meeting shall be scheduled at a time that is reasonably convenient to both parties. The parties agree that if such a Violation Notice is issued with regard to any employee, representative and/or subcontractor of the Company, that the Company will provide the City the name of such employee, representative and/or subcontractor responsible for the alleged violation. Furthermore, if a subcontractor is identified as the cause of any violation, the Company shall procure a representative of the subcontractor for any meetings held with the City.

6.4 Enforcement. Subject to applicable federal and state law, if after the meeting provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may:

- (a) seek specific performance.
- (b) commence an action at law for monetary damages or seek other equitable relief; or
- (c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 Prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company’s response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days’ prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority’s intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority’s governing body shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority’s

governing body shall be made in writing and shall be delivered to the Company. The Company may appeal such a decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing body. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Alabama Underground Damage Prevention Act (Ala. Code § 37-15-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by WideOpenWest Finance, LLC.

SECTION 8 INSURANCE, INDEMNITY AND BOND

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Alabama with a rating of not less than "A minus," designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds, and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the City.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Alabama Workers' Compensation Law.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

8.4 Bond, Certificate of Deposit or Letter of Credit. The Company shall obtain and maintain, or cause to be obtained and maintained, during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the City Clerk a corporate surety (performance) bond, certificate(s) of deposit assigned to the City or irrevocable, unconditional letter of credit in the amount of Fifty Thousand Dollars (\$50,000), both to guarantee the timely construction and full activation of the Company's system and to secure the faithful performance of the Company and its subcontractors of all its obligations provided under this Franchise Agreement. The amount of such bond, certificate(s) of deposit or letter of credit shall be increased to the amount of One Hundred Thousand Dollars (\$100,000) following the initial term of this Agreement. Failure to timely obtain, file, assign and/or maintain such bond, certificate(s) of deposit or letter of credit at all times at the required amount shall constitute a substantial violation of this Agreement. If the Company elects to deposit and assign for the benefit of the City a certificate(s) of deposit, any interest earned on the principal sum required shall inure to the benefit of the Company and any tax liability on said interest will inure to the Company. The performance bond shall provide, and certificate(s) of deposit and letter of credit shall be subject to, the following conditions:

(1) There shall be recoverable by the City, jointly and severally from the principal and surety, or from the certificate(s) of deposit or letter of credit, any and all fines and penalties due to the City and any and all damages, losses, costs, and expenses suffered, incurred by or resulting from failure of Company and its subcontractors to: faithfully comply with the provisions of the franchise; comply with all applicable orders, permits and directives of any City agency or body having the City over its acts or defaults; pay any claims, liens or taxes due to the City which arise from or by reason of the construction, operation, maintenance or repair of the communications system.

(2) The total amount of the bond, certificate(s) of deposit or letter of credit shall be forfeited in favor of the City in the event:

- (i) Company or any of its subcontractors abandons its system at any time during the term of the franchise or extension thereof or ceases operation of the system for a period in excess of six (6) months; and/or
 - (ii) Company assigns the franchise in violation of the terms of this Agreement.
- (3) The performance bond, certificate(s) of deposit or letter of credit required herein shall be in a form satisfactory to the City Attorney. Any performance bond shall require thirty (30) days' written notice of any non-renewal, alteration or cancellation to both the City and Utility. Company shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of a replacement bond within thirty (30) days following the receipt by the City or Company of any notice of cancellation. Failure to do so shall constitute a substantial violation of this Agreement. The performance bond, certificate(s) of deposit or letter of credit shall at all times be maintained at the amount and levels as required in this section and shall be a continuing obligation for the duration of the franchise and thereafter until the Company has liquidated all of its obligations with the City that may have arisen by reason of the construction, operation or maintenance of the system or breach or termination of the franchise. If the bond, certificate(s) of deposit or letter of credit is drawn down for any reason, the bond, certificate(s) of deposit or letter of credit shall be renewed to the amounts required by the City.
- (4) The City shall notify the Company in writing and allow Company thirty (30) days to cure, unless such time to cure is extended by the City, before calling the surety bond or drawing upon the certificate of deposit or letter of credit.

SECTION 9 PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. At such time as the Company achieves ten percent (10%) market share of the paid Video Programming subscriber market within the Franchise Area, the Company agrees to make available channel capacity, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel positions may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Company shall not be required to dedicate a full-time channel for use by the Franchising Authority until it has produced eight (8) hours per week of non-duplicative original programming on the activated PEG Channel for three (3) consecutive months. Once the channel is dedicated for PEG use, the Franchising Authority certifies and commits to continued production at the eight (8) hours per week of non-duplicative original programming threshold throughout the term of the Agreement. Should the Franchising Authority fail to maintain eight (8) hours of programming per week for any period of three (3) consecutive months on any PEG Channel, the Company may reclaim the Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the City of Madison or Madison City Schools. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.5 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.6 No Liability. The Company shall have no liability, nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

9.7 Complementary Service. The Company agrees to continue its complimentary service to City Hall and Dublin Park. Furthermore, the Company agrees to provide new additional complimentary access to the Company's Cable Service for the City of Madison Community Center located at 1329 Browns Ferry Road for the term of this agreement.

9.7.1 Company and the City acknowledge that the FCC-s Third Report and Order in MB Docket No. 05-311, entitled In the Matter of Implementation of Section 621(a)(I) of the Cable Communication Policy Act of 1984 as Amended by the Cable Television Consumer Protection and Competition Act of 11992, adopted on August 1,2019 and released on August 2, 2019 ("Third Section 621 Order"), concluded that certain in-kind contributions required

by a franchise agreement to be provided to a franchising authority without charge are franchise fees under federal law, including but not limited to requirements to provide complimentary services. In the event that an appellate court of appropriate jurisdiction, in a final non-appealable order, overturns the FCC's conclusions in the Third Section 621 Order or in the event the FCC conclusions in the Third Section 621 Order are overturned, amended, revised or changed by the FCC or a federal legislative act, such that in-kind contributions required by a franchise agreement are no longer franchise fees under federal law, the City may notify Company in writing that it desires to receive one (1) Drop, one (1) cable outlet, and one (1) converter, if necessary, and Basic Cable Service, to the locations identified herein.

9.7.2 Upon the Company's receipt of such notice, the Company shall have one hundred twenty (120) days from receipt of City's notice to meet its obligations of this Section. Any such obligations shall apply only prospectively upon the end of such one hundred twenty (120) day period, or the end of any mutually agreed extension, and only through the end of the term of this franchise as specified in this Agreement. Notwithstanding the foregoing, the conditional obligations of this Section shall remain at all times subject to applicable law, including Company's right to assert that any such in-kind contributions requested by City remain franchise fees under applicable law.

9.7.3 Company and the City acknowledge that in kind contribution required to be provide to the franchising authority should be assigned a value equal to the Company's marginal cost in providing such contributions.

**SECTION 10
MISCELLANEOUS**

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will

not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Madison, Alabama.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:
City of Madison, Alabama
Attn: Mayor
100 Hughes Road
Madison, Alabama 35758

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

COMPANY:
Knology of Huntsville, Inc. d/b/a WOW! Internet-Cable-Phone
Attn: Director of Operations
2401 10th Street SW
Huntsville, Alabama 35805

With a copy to: WOW! Internet-Cable-Phone
Attn: Legal Department
7887 East Belleview Avenue, #500
Englewood, Colorado 80111

10.7 Contacts for Subcontractors. The Company shall provide, upon the City's request, the contact information for any and all sub-contractors utilized by the Company for its work within the City, to include the name, address, office phone number and a means for immediate notification and communication with any such subcontractor and its supervisors in the field by means of a pager, cellular phone or other similar means of communication during all phases of construction.

10.8 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.8.1 Organization, Standing, and Authorization. The Company is a corporation validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Alabama and in the Franchise Area.

10.8.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.9 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.11 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.12 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency,

commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.13 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

10.14 Governing Law. This Agreement shall be deemed to be executed in the City of Madison, Alabama, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Alabama, as applicable to contracts entered into and to be performed entirely within that state.

10.15 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Alabama (“Federal Court”) or in a court of the State of Alabama of appropriate jurisdiction (“Alabama State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Alabama State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.16 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.17 Delays and Failures Beyond Control of the Parties. Notwithstanding any other provision of this Agreement, the neither party shall be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the party has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the parties and such causes or events are without their fault or negligence. In the event that any such delay in performance or failure to perform affects only part of a party’s capacity to perform, the party shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The parties agree that in correcting such cause(s), they shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16, and the Franchising Authority shall give like notice to the Company.

10.18 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.19 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.20 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of Madison, Alabama

By: _____

Name: Paul Finley

Title: Mayor

(Seal)

Attest: _____

Date: _____

Knology of Huntsville, Inc.

By: _____

Name:

Title:

Attest: _____

Date: _____

APPENDIX A DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

“Agreement” means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

“Basic Service” means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

“Cable Act” means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

“Cable Service” means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

“Cable Service Provider” or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

“Cable System” means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, which is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations.

(B) a facility that serves Subscribers without using any public right-of-way as defined herein.

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Knology of Huntsville, Inc., a corporation validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the incorporated areas of the City of Madison, Alabama, including any areas annexed by the Franchising Authority during the term of the Franchise.

“**Franchising Authority**” means the City of Madison, Alabama, a municipal corporation, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees.
- (ii) revenue not actually received, even if billed, such as bad debt.
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider.
- (iv) amounts attributable to refunds, rebates, or discounts.
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records.

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest.

(vii) revenue from the sale or rental of property, except for such property the consumer is required to buy or rent exclusively from the service provider.

(viii) revenues from providing or maintaining an inside wiring plan.

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

“Signal” means any transmission of radio frequency energy or of optical information.

“Streets” means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

“Subscriber” means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

“Video Programming” means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

“Video Service” means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology,

including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

“Video Service Provider” or **“VSP”** means an entity providing Video Service as defined herein but does not include a Cable Service Provider.

APPENDIX B
CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section.
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements.
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered.
- (2) Prices and options for programming services and conditions of subscription to programming and other services.
- (3) Installation and service maintenance policies.
- (4) Instructions on how to use the cable service.
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers for a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

ORDINANCE NO. 2023-188

AN ORDINANCE TO AMEND THE ORDER OF BUSINESS ESTABLISHED BY CITY CODE SECTION 2-42(4) FOR CITY COUNCIL MEETINGS

WHEREAS, after a temporary period whereby the City Council reordered its meetings to hear public comments on matters not listed on the City Council's Agenda until the end of its meeting, the City Council has determined that such reordering of public comments has increased the efficiency of its meetings; and

WHEREAS, the City Council has determined that such reordering of public comments has increased the amount of time for the public to comment during its meetings; and

WHEREAS, pursuant Section 2-42(4) of the City Code stating "[t]he council president may adjust the format from time to time, as deemed necessary, to provide for the orderly conduct of business" the Council does so deem it necessary to move all public comments regarding items not listed on an Agenda to the end of the City Council's meeting on a permanent basis.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADISON, ALABAMA, that Section 2-42(4) subsections a. through k. are repealed and replaced with the following subsections a. through k.:

- "a. Call to Order.
- b. Invocation and Pledge of Allegiance.
- c. Roll call of elected governing officials.
- d. Approval of minutes.
- e. Presentation of awards.
- f. Public comments pertaining to Agenda.
- g. Consent agenda and finance committee report (regular and periodic bills to be paid).
- h. Presentation of reports of mayor, councilmembers, committees, etc.
- i. Board and Committee Appointments.
- j. Public hearings.

- k. Departmental reports.
- l. Additional public comments.
- m. Other business and announcements.
- n. Adjournment.”

BE IT FURTHER ORDAINED that the City Council reaffirms its commitment to enforcement of these rules of order, as amended, and authorizes and directs the Council President to enforce the same; and

BE IT FURTHER ORDAINED that if any word, clause, phrase, sentence, paragraph, or provision of this Ordinance shall be invalidated by a court of competent jurisdiction, such invalidity shall not affect any other word, clause, phrase, sentence, paragraph, or provision hereof; and

READ and ADOPTED this 26th day of June 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

ORDINANCE NO. 2023-190

**AN ORDINANCE FOR THE VACATION OF UTILITY AND DRAINAGE EASEMENT
LOCATED WITHIN 103 WILLOW POND DRIVE, LOT 50 OF WILLOW CREEK
SUBDIVISION PHASE 2**

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 Vince Averette, requesting the vacation of utility and drainage easement located within 103 Willow Pond Drive, Lot 50 of Willow Creek Subdivision Phase 2 and further described as follows:

STATE OF ALABAMA
COUNTY OF MADISON

EASEMENT TO BE VACATED

All that part of Lot 50 of WILLOW CREEK, PHASE 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, A RESUBDIVISION OF TRACT 1 OF MARVIN STEWART PHASE 1 (20150622000331800) DOCUMENT NO. 20161229000742250 (and corrected by Surveyor's Affidavit recorded as Document No. 20170105000008380), as recorded in Document No. 2018-00027553, in the Office of The Judge of Probate of Madison County, Alabama; Particularly described as commencing at the Northeast corner of said Lot 50; Thence South 60 degrees 25 minutes 59 seconds West 8.56 feet; Thence South 00 degrees 43 minutes 33 seconds East 2.28 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, continue South 00 degrees 43 minutes 33 seconds East 3.42; Thence South 60 degrees 25 minutes 59 seconds West 112.24 feet; Thence around a curve to the left having a radius of 65.00 feet with a chord bearing and distance of North 26 degrees 28 minutes 23 seconds West 3.00 feet; Thence North 60 degrees 25 minutes 59 seconds East 138.36 feet to the Point of Beginning.

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

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

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

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

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

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

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

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

STATE OF ALABAMA
 COUNTY OF MADISON

EASEMENT TO BE VACATED

All that part of Lot 50 of WILLOW CREEK, PHASE 2, A RESUBDIVISION OF TRACT A OF WILLOW CREEK, A RESUBDIVISION OF TRACT 1 OF MARVIN STEWART PHASE 1 (20150622000331800) DOCUMENT NO. 20161229000742250 (and corrected by Surveyor’s Affidavit recorded as Document No. 20170105000008380), as recorded in Document No. 2018-00027553, in the Office of The Judge of Probate of Madison County, Alabama; Particularly described as commencing at the Northeast corner of said Lot 50; Thence South 60 degrees 25 minutes 59 seconds West 8.56 feet; Thence South 00 degrees 43 minutes 33 seconds East 2.28 feet to the Point of Beginning of the herein described tract.

Thence from the Point of Beginning, continue South 00 degrees 43 minutes 33 seconds East 3.42; Thence South 60 degrees 25 minutes 59 seconds West 112.24 feet; Thence around a curve to the left having a radius of 65.00 feet with a chord bearing and distance of North 26 degrees 28 minutes 23 seconds West 3.00 feet; Thence North 60 degrees 25 minutes 59 seconds East 138.36 feet to the Point of Beginning.

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

*Quitclaim Deed
 103 Willow Pond Drive, U&D VOE
 Page 1 of 2*

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

City of Madison, Alabama,
a municipal corporation

Attest:

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

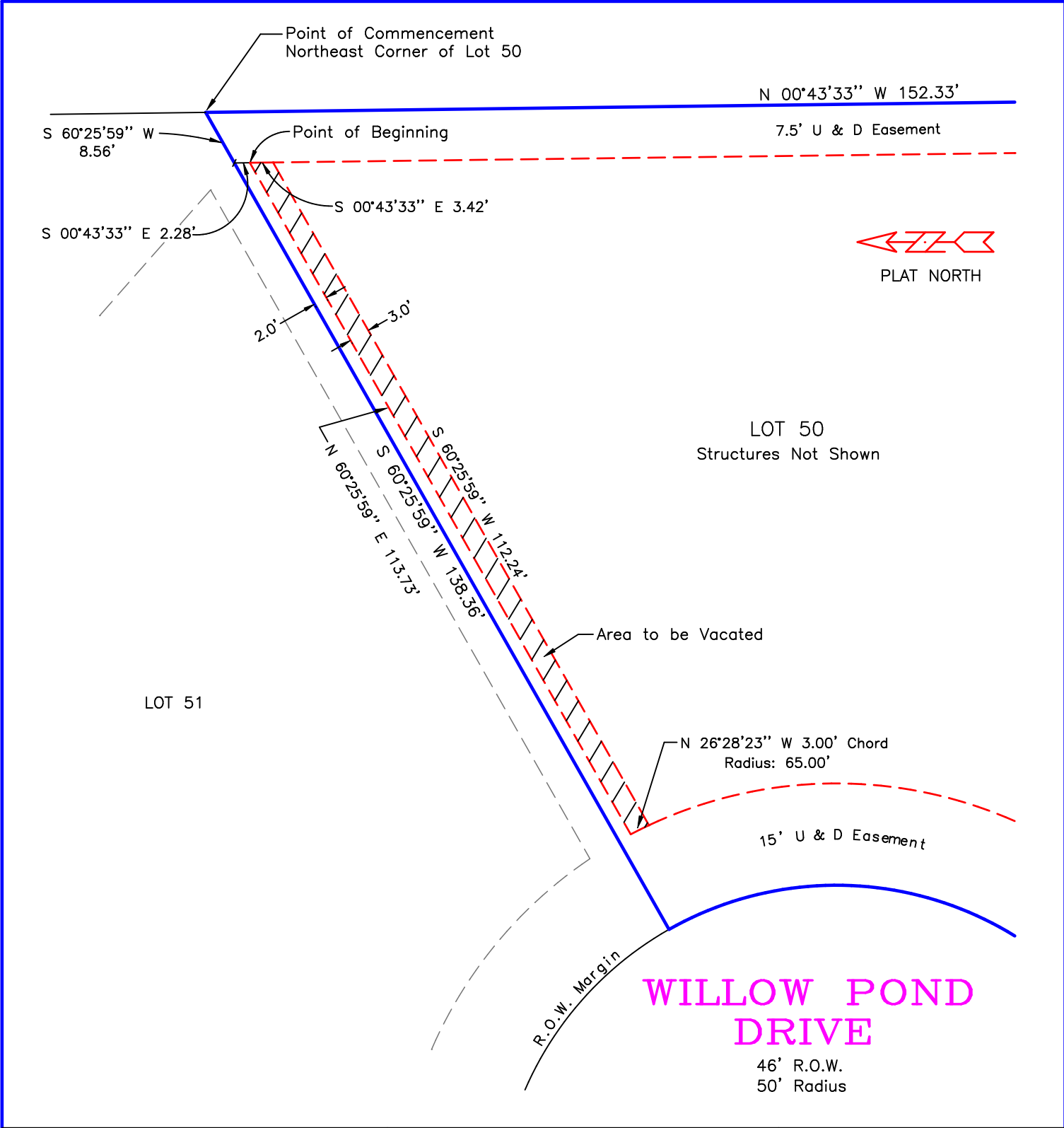
Lisa Thomas
City Clerk-Treasurer

STATE OF ALABAMA §
§
COUNTY OF MADISON §

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

Given under my hand this the ____ day of June 2023.

Notary Public



EASEMENT VACATION SUPPORT MAP FOR:
**VINCE & SHANNA
 AVERETTE**

LOT 50
 WILLOW CREEK PHASE 2
 DOCUMENT NO. 2018-00027553
 103 WILLOW POND DRIVE - 35758
 MADISON -- MADISON COUNTY -- ALABAMA

NOT VALID UNLESS STAMPED IN RED INK

McELROY
 LAND SURVEYING CO., INC.
 4012 TRIANA BLVD. S.W.
 HUNTSVILLE, ALABAMA 35805
 PHONE: (256) 881-4004 jmcElroy@hiwaay.net

DRAWN BY: MR	APPROVED BY: J.L.M.
SCALE: 1"=20'	REVISED:
DATE: 05-15-23	DRAWING NUMBER: 23-115
FIELD WORK COMPLETED: N/A	

RESOLUTION NO. 2023-201-R

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "SRO Agreement" to provide student resource officers during the 2023-2024 school year; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____th day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

SCHOOL RESOURCE OFFICER AGREEMENT
School Year 2023-2024

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2023-2024 and is made effective as of the date of execution by the latter-signing party.

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

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

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

1. **SRO Placement**: The City’s Police Department (“MPD”) shall provide twelve (12) School Resource Officers (“SROs”) to the Board of Education for placement within various Madison City Schools from August 3, 2023, through May 22, 2024.
2. **SRO Duties**: SROs shall employ school-based policing concepts in accordance with MPD policy to promote school safety, as well as a drug and crime-free environment. SROs shall provide services including:
 - a. Providing security guidance and police services for students, faculty, and visitors
 - b. Teaching crime, alcohol, and drug awareness programs
 - c. Providing safety training on certain topics
 - d. Assisting with school traffic
 - e. Attending faculty and parent meetings on an as needed basis
3. **Chain of Command**: The placement and day-to-day assignment of each SRO is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. SROs shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. The parties acknowledge that SROs are not within the school administrative chain of command, and although SROs may enforce criminal laws of the state and City, they are not responsible for the enforcement of school rules and policies. MPD shall keep records of SRO performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. **Compensation**: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices,

and the Board shall disburse payment at the end of the school calendar year. The Board of Education acknowledges that it shall pay a rate of forty dollars (\$40) per hour for any off-duty pay for SROs.

5. Training, Equipment, Facilities:

a. City Responsibilities: The City will ensure that all SROs possess and maintain Alabama Peace Officer Standards and Training (APOST) Certification and that all SROs attend a school-based law enforcement program sponsored by a nationally recognized agency.

b. Board Responsibilities:

i. Training: The Board agrees to pay the actual cost of staff development expenses reasonably necessary for the SROs and the SRO supervisor to attend The Alabama Association of School Resource Officers (TAASRO) Summer Conference for training, within the limits for lodging, per diem and travel reimbursements permitted by Board policy. The Board's total expenditures (exclusive of training for an SRO to be assigned to Journey Middle School) for such training during the term of this agreement shall not exceed twenty-one thousand five hundred seventy-one dollars (\$21,571.00); provided, however, that in the event that the Board-requested training exceeds said amount, the Board will pay the invoices for such expenses within thirty (30) days from receipt.

ii. Training for Journey Middle School: The Board agrees to pay for all additional training for the additional SRO provided by the City to be assigned to Journey Middle School irrespective of the caps designated herein.

ii. Equipment: The Board will provide suitable office space for each SRO in each school where they are stationed for a total of eleven (11) offices or reasonable work spaces, such as cubicles. The Board shall provide standard office equipment and supplies including a desk, filing cabinet, bookshelf, landline telephone, computer, printer, printer paper, internet/intranet access, as well as standard maintenance and utilities. SROs shall return each office to the Board at the end of the agreement term, reasonable wear and tear expected.

6. Good faith: The City and the Board each pledge to act in good faith in fulfilling the terms and conditions of this Agreement. Furthermore, the parties agree to work cooperatively to implement MPD security recommendations and to implement recommended security strategies detailed in the 2010 Madison City School Task Force Final Findings and Recommended Strategies report.

7. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the Board, but shall be deemed to be an independent contractor. The Board does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of the Board or entitled to any compensation, adjustments, or other benefits inuring to employees of the Board.
8. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
9. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
10. Termination: Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or the Board may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice. In addition, if at any time during the Board's fiscal year its revenues decrease below that amount projected by the Board to sustain the operating budget of the Board, this Agreement may be declared null and void and all future responsibilities of both Parties hereunder rendered unenforceable. In that event, the Board shall be liable to the City for the prorated salaries of the assigned officers through the effective date of such termination of the Agreement by the Board. No other liability related to such termination shall accrue to either party.
11. Entire Agreement, Waiver, Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties. This Agreement supersedes all other agreements between the Parties.
12. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by

mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

- 13. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- 14. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
- 15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

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

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

Notary Public

CITY OF MADISON BOARD OF EDUCATION

By: _____
Dr. Ed Nichols, Superintendent

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

Notary Public

RESOLUTION NO. 2023-202-R

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

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor is authorized and directed to execute on behalf of the City an Agreement with the Madison Board of Education, which is substantially similar in purpose, intent, and composition to that certain document attached hereto and identified as "Crossing Guard Agreement" to provide crossing guards during the 2023-2024 school year; and

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

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____th day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

CROSSING GUARD AGREEMENT
School Year 2023-2024

THIS AGREEMENT is made by and between the **City of Madison Board of Education** (hereinafter referred to as “Board”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”) for the School Year 2023-2024 and is made effective as of the date of execution by the latter-signing party.

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

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

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

1. Crossing Guard Assignment: The City’s Police Department (“MPD”) shall provide no more than fifteen (15) crossing guards (“Crossing Guards”) to the Board of Education for placement within various Madison City Schools from August 3, 2023, through May 22, 2024.
2. Crossing Guard Duties: Crossing Guards shall provide pedestrian and vehicular traffic control services on the roads and rights of way adjoining school properties at the beginning and end of each school day, or at other times upon which the Parties mutually agree.
3. Chain of Command: The placement and day-to-day assignment of each Crossing Guard is within the sole discretion of and under the supervision of the Madison Chief of Police or his designee. Crossing Guards shall at all times remain under the MPD chain of command, as well as MPD rules, regulations, and standard operating procedures. MPD shall keep records of Crossing Guard performance and action consistent with standard MPD operating procedures, as well as the City’s personnel policies and procedures. MPD will provide time cards or other evidence of hours worked upon the Board’s request.
4. Compensation: Upon the City’s submission of an invoice to the Board, the Board agrees to reimburse the City for actual services rendered and hours worked according to the salaries listed on Exhibit A, attached hereto. The City shall submit its invoices, and the Board shall disburse payment at the end of the school calendar year.

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

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

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

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

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

ATTEST:

By: _____
Paul Finley, Mayor

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

Date: _____

**STATE OF ALABAMA)
COUNTY OF MADISON)**

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

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

Notary Public

CITY OF MADISON BOARD OF EDUCATION

By: _____
Dr. Ed Nichols, Superintendent

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

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

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

Notary Public

RESOLUTION NO. 2023-218-R

**A RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION
OF A GRANT APPLICATION WITH THE BUREAU OF JUSTICE FOR
BULLETPROOF VESTS**

BE IT HEREBY RESOLVED by the City Council of the City of Madison, Alabama, that the Mayor, Chief of Police, and Director of Finance are hereby authorized, requested, and directed to execute and submit on behalf of the City, an application for a **Bureau of Justice Grant** in the amount of **eleven thousand one hundred twenty five dollars (\$11,125)** to be used by the City of Madison Police Department to purchase and replace twenty five (25) bulletproof vests for current officers and new hires, this amount representing 50% of the requested funds, and the City then responsible for the remaining balance from the departmental budget.

READ, PASSED, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Madison, Alabama, on this 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this _____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

Monk, Sharon

From: Fails-Dumas, Lakisha
Sent: Tuesday, June 20, 2023 10:36 AM
To: Monk, Sharon
Subject: FW: Bulletproof Vest Partnership (BVP) – FY 2023 Application Announcement

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Thursday, April 27, 2023 9:05 AM
To: Fails-Dumas, Lakisha <Lakisha.Fails-Dumas@madisonal.gov>
Subject: Bulletproof Vest Partnership (BVP) – FY 2023 Application Announcement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear BVP Participant:

The [Bureau of Justice Assistance \(BJA\)](#) is pleased to announce that the Fiscal Year (FY) 2023 [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#) application period is now open, beginning today, Thursday April 27, 2023. All applications must be submitted online at [Patrick Leahy Bulletproof Vest Partnership: Login \(usdoj.gov\)](#) by **6:00 pm eastern time on Monday, June 26, 2023.**

The purpose of the BVP Program is to reimburse states, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Please see the new [BVP Fact Sheet](#) for detailed information on the BVP Program. In addition, updated BVP Frequently Asked Questions (FAQs) can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/faqs>, and detailed guides and training materials for the BVP application process and the payment request process can be found at <https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources#hf3a1a>.

FY 2023 BVP Program and Application Requirement Highlights

Detailed information can be found in the [BVP FAQs](#).

- **Eligibility:** States, units of local government, and federally recognized Indian tribes, i.e., jurisdictions, that employ eligible law enforcement officers are eligible to apply for BVP funds. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one

submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.

- **Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. Detailed information on the mandatory wear requirement can be found in the [Mandatory Wear FAQs](#).

- **NEW DIAMD Registration Requirement:** The first step to obtain access to the BVP system is onboarding to OJP's Digital Identity and Access Management Directory (DIAMD), which replaced the former BVP access control system in January 2023. DIAMD is a modern single-sign-on gateway service with multi-factor authentication. If you are an OJP grant program applicant or recipient, you may already have an account registration with DIAMD, and your BVP user account will be added to the OJP systems you access through DIAMD. Please see the BVP login page for details: <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. Detailed instructions can be found at <https://justicegrants.usdoj.gov/noindex/general-entity-user-experience.pdf> and in the [BVP FAQs](#).

- **System for Award Management (SAM) Registration Requirement:** An active registration in the System for Award Management (SAM) required to receive funds. Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. Applicants should ensure that current bank routing and bank account information is included in the [SAM.gov](#) profile, as the banking information in the SAM at the time of application will be used to transfer reimbursement funds to your jurisdiction. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit <https://sam.gov/content/help>. The SAM Helpdesk can be reached at (866) 606-8220.

- **Items to Review:** To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2023 BVP funds:
 - Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)
 - Ensure that the application accurately reflects the current market cost for the vests identified on the application.
 - Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs.

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://www.ojp.gov/program/bulletproof-vest-partnership>

This email was sent to lakisha.fails-dumas@madisonal.gov using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

RESOLUTION NO. 2023-209-R

A RESOLUTION AUTHORIZING AGREEMENT WITH BASELINE SPORTS CONSTRUCTION, L.L.C. FOR CONSTRUCTION OF PICKLEBALL COURTS

WHEREAS, on April 12, 2023, the City issued Invitation to Bid Number 2023-004 for construction of open court pickle ball courts to be located on the newly acquired Hexagon Property (herein “the Project”); and,

WHEREAS, the City properly advertised said invitation to bid and provided April 26, 2023 as the date for submitting sealed bids to the City; and,

WHEREAS, on April 26, 2023, no person or entity submitted a bid for the Project; and,

WHEREAS, Alabama Code Section 39-2-6 provides should no bids be received a municipality may negotiate directly with potential providers and not be subject to the provisions of the Public Works Competitive Bid Statute; and,

WHEREAS, the Parks and Recreation Department has opted to contact Baseline Sports Construction, LLC to endeavor to complete the Project in accordance with Alabama competitive bid law;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, the above-mentioned purchase and payment therefor are hereby authorized, the total amount expended not to exceed **Five hundred fourteen thousand five hundred thirty-five dollars (\$514,535.00)**, and that the Mayor, City Clerk-Treasurer, and Finance Director are hereby authorized to take all necessary and appropriate actions to effectuate such purchase and payment.

READ, APPROVED, AND ADOPTED this 26th day of June 2023.

Ranae Bartlett, Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

AGREEMENT FOR GENERAL CONTRACTING SERVICES

THIS AGREEMENT made and entered into by and between **Baseline Sports Construction, L.L.C.**, hereinafter "Contractor," and the City of Madison, Alabama, a Municipal Corporation, hereinafter "City" or "Owner."

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

In consideration of the mutual agreements and provisions contained within, the Contractor and the City agree in regard to a public works project for the construction of open air pickleball courts to be located on property formerly known as the Hexagon (hereinafter the "Project").

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

ARTICLE I. GENERALLY

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

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

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

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

D. Integration; Contract Terms and Construction.

1. Integration: This Agreement together with all other component documents of the Contract constitute the entirety of the agreement of the parties with respect to its subject matter. All understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant

made by any party that is not contained in this Agreement has been relied on by any party in entering into this Agreement.

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

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

1. Words of masculine, feminine, or neutral gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references in this Agreement to designated "articles," "sections," and other subdivisions or to lettered appendices are to the designated articles, sections, and subdivisions hereof and the appendices attached hereto unless expressly otherwise designated in context. All article, section, and other subdivision and appendix captions are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this agreement.
3. The terms "include," "including," and similar terms are construed as if followed by the phrase, "without being limited to".
4. All recitals set forth in, and all appendices to, this agreement are hereby incorporated into this agreement by reference.

5. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
6. All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.
7. Each provision of this Agreement shall be considered to be severable and if for any reason any such provision or any part thereof is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

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

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

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

I. Alabama Immigration Law. By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law. Contractor has provided a written certification of compliance with *Ala. Code* § 31-13-9 (1975, as amended) by submitting proof of enrollment in the E-Verify program and by signing the "Immigration Law Compliance Statement." To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees and court costs), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Contractor's failure to fulfill its obligations set forth in this section or contained in *Ala. Code* § 31-13-1 (1975), et seq.

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

ARTICLE II. PAYMENTS, CLAIMS, CHARGES, ETC.

A. Contract Price. The City will pay and the Contractor will accept in full consideration for the performance of the Project payment in accordance with the unit prices set forth in Contractor's accepted terms of this Agreement, the total amount of compensation, subject to additions and deductions as provided in this Agreement will not to exceed **five hundred fourteen thousand five hundred thirty-five dollars (\$514,535.00)**.

B. Estimated Quantities and Unit Prices. If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given are unit prices. Contractor further agrees that, should the quantities of any of the items of the work be increased, it will perform the additional work at the unit prices set out in the specification incorporated into this agreement and that, should the quantities be decreased, payment will be made and accepted on actual quantities at the unit prices, and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Minor changes for a total monetary amount less than that required for competitive bidding.
2. Changes for matters incidental to the original Contract necessitated by unforeseeable circumstances arising in the course of work under the Contract.
3. Changes due to emergencies.
4. Changes of items not contemplated or foreseen when the plans and specifications were prepared at the execution of this Agreement.

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

In the event the Change Order requested by the Contractor involves (1) an increase in the Contract sum or construction price, (2) extension of the Contract time, or (3) a material change in the Contractor's scope of work or services, then the Contractor shall request a Change Order in writing and present the same to the City Representative and City Attorney who both shall determine whether this is a Change Order which can be allowed and, if so, what exception it would fall under. The City Representative shall then document the same, attach the same to the Contractor's request for a Change Order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

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

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

G. Construction Schedule and Periodic Estimates. After execution and delivery of the Contract and before the first partial payment is made, the Contractor shall deliver to the City Representative a construction schedule showing the proposed dates of commencement and completion of each of the various activities; the work required under the Contract; the interrelationship of each activity; sequencing and timing of performance of each portion of the Project; and the anticipated amount of each monthly payment that will become due in accordance with the Construction Schedule. The Contractor shall also furnish a detailed estimate giving a complete breakdown on

the Contract price and periodic itemized estimates of the Work done for the purpose of making partial payments. However, the same will not be considered as fixing a basis for additions to or deductions from the Contract price.

ARTICLE III. TIME

A. Notice to Proceed. The Contractor hereby agrees to commence performance of this Contract on the date to be specified in a written "Notice to Proceed" and to fully complete the Project within ninety days (90) days.

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

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

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

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

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

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

D. Right of the City to Terminate Contract. Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience by providing written notice to Contractor of such termination. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately

discontinue the work and placing of orders for materials, equipment, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows:

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

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

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

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

E. Time of the Essence; Liquidated Damages. The parties hereto mutually understand, agree, and state that, due to the nature of the Project and the damage and inconvenience to the City and its citizens that would be caused by any delay in completion thereof, *time is of the essence*. The Project contracted hereunder shall be fully completed within ninety days (90) days following the execution of the Notice to Proceed. Because time is a material element of this Agreement, should the Project not be completed within the time specified, scheduled, or as extended, it is understood and agreed that there may be deducted by the City from the partial and/or final payments to the Contractor, or otherwise charged to the Contractor, a sum computed at the rate of One Thousand Dollars (\$1,000.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. The parties agree that potential damages are difficult to determine at the time of execution and that this amount is a reasonable measure thereof.

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

ARTICLE IV. WORK AND MATERIALS

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

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

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

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

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

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

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

G. Asbestos and Hazardous Materials. Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install, or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation

of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the Contractor should pay particular attention to avoid the presence of asbestos include, but are not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation, and pre-assembled items of equipment.

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

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

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

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

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved as required.

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

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

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

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

Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles, and all individuals having private property in the closed area. In the event access to any public or private property

or right-of-way will be completely closed for a period of time, Contractor shall notify the City Representative and all other individuals, businesses, or governmental agencies that may be affected by such closure at least seventy-two (72) hours in advance.

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

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

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

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

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

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

Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including, but by no means limited to, the public, site personnel, visitors, or City employees) and property during the Contract period. The Contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth in this Agreement, and any regulations that may be specified in other parts of this Contract. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth in those standards and regulations.

Contractor shall at all times provide proper facilities for safe access to the work by authorized representatives of the Owner.

L. Traffic Control. Contractor shall be responsible for any necessary traffic control, including a plan and all necessary devices, required to work in, upon, or in proximity to public right-of-way or vehicular traffic. The traffic control plan and all traffic control devices shall conform, at a minimum, to the *Manual on Uniform Traffic Control Devices for Streets and Highways*, latest edition, Federal Highway Administration. Should the appropriate public authority determine a greater degree of traffic control is required, the Contractor shall promptly provide the same. Where deemed necessary by either the Contractor or the City, the Contractor shall submit a plan to the City Representative for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including, but not limited to, those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control is of paramount importance during the construction of this Project and the terms and conditions in the Contract in regard to these matters must be strictly adhered to.

M. Sanitary Regulations. Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor in such a manner and at such points as shall be approved by the City Representative. Use of these facilities must be strictly enforced.

N. Cutting, Patching. Unless otherwise stated in this Agreement, the Contractor shall be responsible for any necessary cutting, fitting, and patching of the Project that may be required to properly receive the Work, to make its several parts join together properly, and to receive and provide for the work of other contractors or utilities, or as required by drawings and specifications to complete the Project. After such cutting, Contractor shall replace or restore or repair and make good all defective or patched work as required by the City Representative. He shall not cut, excavate, or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public, or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe plus its installation to provide free movement.

Under no condition shall structural, framing, or other parts or members subjected to computed stress be cut or disturbed without the approval of the City Representative. Any plates, studs or joists, or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in the Contract Documents, all pavement, rights-of-way, or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days of completion of the Project.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

Contractor will replace, at his own expense, all pipe and accessories that may be broken, damaged, stolen, or lost and all materials that may become damaged, lost, stolen, or misused.

City Representative's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

O. Trailers. With the approval of the City Representative, the Contractor may park trailers or other structures for housing men, tools, machinery, and supplies, but they will be permitted only at approved places and their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

P. Construction Staking. If necessary, the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified engineer or land surveyor to replace and/or re-establish, in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced, or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the City Representative.

Q. Periodic Cleanup. At all times, the Project premises should be sanitary, safe, reasonably clean, and orderly. Contractor shall provide adequate and approved containers throughout the work site for collection and disposal of waste material, debris, and rubbish and shall, at least weekly (and as requested by the City Representative during the progress of the Project), clean up and remove from the premises all refuse, rubbish, scrap materials, and debris caused by its employees or its subcontractors resulting from the Work. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during building renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws, including, but not limited to all applicable portions of the City's stormwater control ordinance. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams, or waterways.

Before the Project will be considered complete, all rubbish created by or in connection with the Project must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City Representative. Streets, curbs, crosswalks, pavement, sidewalks, fences, and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

R. Erosion Control. As required by the City of Madison Engineering Department, Contractor shall provide and maintain temporary soil erosion and sediment controls necessary for the management of construction

stormwater discharge quality. These controls shall be in accordance with the most recent version of Section 665, “Temporary Soil Erosion and Sediment Control,” of the Alabama Department of Transportation’s *Standard Specifications for Highway Construction*, and shall be designed to protect the Project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction.

S. Wastewater Containment and Management Plan. To the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure, Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the “Plan”). The Plan shall adequately address the means, methods, and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State-required sanitary sewer overflow report. The City Engineer may waive the requirement of submitting a Plan if he determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or does not necessitate creation of a State-required sanitary sewer overflow report.

T. Environmental Clause/Covenant. In all respects, Contractor shall comply with all environmental laws affecting the Premises. Contractor covenants to hold the City, its officers, agents, and employees harmless from and against any losses, costs, damages, or expenses (including attorney’s fees and expenses) arising out of the presence of hazardous substances on or about the premises or the violation of any environmental laws with respect thereto, the occurrence of which having arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees, or employees. This indemnity shall survive the termination of this Contract and shall inure to the benefit of the City of Madison and its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY

A. Contractor's Insurance.

1. Insurance Required. The Contractor shall not commence work under this Contract until it has obtained all insurance required and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the Contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this Contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required in this Agreement does not relieve the Contractor of any responsibilities, obligations, or duties to the City pursuant to this Contract.

2. Additional Insurance. The Contractor may have an insurance professional review the Contractor’s activities in regard to the performance of this Contract and is free to obtain any further or additional insurance or greater limits as recommended by the insurance professional. All additional policies of insurance shall name the City as an additional insured.

3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.
4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required in this Agreement to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the Contract including any extensions of the term.
5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage required in this Agreement. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.
6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.
7. City as Additional Insured. The City shall be named as additional insured for ongoing and completed operations for up to two (2) years on the Contractor's and any subcontractor's policies for any claims arising out of the Work. Contractor shall provide the City with a Certificate of Insurance and endorsements naming the City as an additional insured and giving the City the promise of a thirty (30) day notice of cancellation or intent not to renew the insurance. Unless precluded by law, all policies must waive the right to recovery or subrogation against the City, officers, directors, employees, agents, and representatives. The coverage available to the City as an additional insured shall not be less than the limits set forth in this section and shall apply as primary and non-contributory insurance with respect to any other insurance afforded to the City through its own carrier or otherwise.
8. Elevators, Hoists, Cranes, Conveyors. If the Contractor or a subcontractor will utilize in connection with the performance of the Work an elevator, material hoist, crane, conveyor, or other similar equipment, then the Contractor shall take out and maintain (or require the subcontractor to take out and maintain) insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees, or subcontractors resulting from the operation of such equipment.

B. Insurance.

TYPES OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 <i>each employee, each accident and policy limit</i>
Commercial General Liability	
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Products/Completed Operations	\$5,000,000
General Aggregate	\$5,000,000
Umbrella/Excess	\$5,000,000 each occurrence, and \$5,000,000 aggregate
Automobile Liability	\$1,000,000 <i>each accident, combined single limit</i>

1. Worker's Compensation Insurance. Contractor shall take out and maintain during the term or any extensions of this Contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed on the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this Contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Where work under this Contract may trigger the requirement for Federal Longshoreman's and Harbor Worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same as required.

2. Owner's Protective Insurance. For projects with a contract amount of \$500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of \$1,000,000 each occurrence.

3. Umbrella/Excess Liability Insurance. Excess Liability insurance must insure against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Commercial General Liability, Employer's Liability, and Commercial Automobile Liability). Coverage must be follow form and must apply as excess of the scheduled underlying policies. Such policy(ies) shall name the Owner as additional insureds to the policy by applicable endorsement and provide a waiver of subrogation endorsement in favor of the Owner.

4. Miscellaneous Insurance. Contractor shall provide whatever insurance may be required of the City or the Contractor by permits from or agreements with the railroad, highways, or other utilities. Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits, or easements or in greater amounts if higher limits are appropriate or required elsewhere. Contractor shall bear the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings, or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.

5. Builder's Risk All Risk Insurance. The Contractor shall secure and maintain during the life of this Contract Builder's Risk All Risk Insurance coverage for 100% of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse, or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.
6. Proof of Carriage of Insurance. Contractor shall furnish the City with satisfactory proof of carriage of the insurance required in this Agreement in the form of insurance certificates and endorsements, as well as the form of a policy upon City request.
 - a. Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the City of Madison, Alabama, a municipal corporation, and its officers, agents, and employees as additional insureds for any claims arising out of the Work.
 - b. Contractor's insurance endorsing the Owner and others as additional insureds shall be primary and non-contributory as to such endorsed insureds.
 - c. The certificate or policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or of any change in the insurance coverage.
 - d. There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, and employees.
 - e. There shall be a statement that full aggregate limits apply per job or contract.
 - f. Agent's verification of Contractor's insurance must be provided in a form satisfactory to the City.
 - g. Insurance shall contain no XCU exclusions or special endorsements.
 - h. Full aggregate limits must apply per job or contract.

C. No Personal Liability of Public Officials. In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. Indemnity. To the maximum extent permitted by law, the Contractor shall save harmless, indemnify, and defend the City and its officers, agents, and employees from and against any and all claims and losses, costs, expenses, or liability, including attorney's fees and litigation costs, caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents, or employees, excepting only such claims or losses that have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Madison for any sewage or contaminate discharged or wetlands regulations violated as a result of or arising out of the Work as performed by Contractor.

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

E. Errors and Omissions. Contractor agrees to release and hold harmless the City of Madison and each of its officers, agents, and employees from any damages claimed by the Contractor or subcontractors resulting from or attributable, in whole or in part, to errors in or omissions of the plans and specifications, including final drawings of the Engineer or other design professionals. As to plans, specifications, or designs prepared by independent design professionals, the parties agree that any City review or approval thereof is only for overall suitability, maintenance, and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

F. Exclusion of Contractor Claims. In performing its obligations, the City Representative may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, or agents for any claim arising out of, in connection with, or resulting from the engineering services performed or required to be performed where such services are performed in good faith to protect the City or the public.

G. Inadequate Surety/Insurance. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the Work or the surety ceases to do business by agent in Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

H. Changes. When changes in the scope of work by written order or Change Orders cumulatively equal ten percent (10%) of the total contract, including the Change Order or Change Orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. Authority and Duties of City Representative. The City Representative shall be authorized and permitted to inspect all facets of the Work, including all materials, workmanship, equipment, processes, and methods of construction used by Contractor. Subject to the provisions of Article II, paragraphs F & G, he is not authorized to alter or waive any requirements of the specifications or the Contract. However, he shall have authority to reject material, workmanship, and/or equipment that are defective or otherwise not in accordance with the drawings and specifications and require correction by the Contractor. No work shall be deemed complete until it has been inspected by the City Representative.

The City Representative may designate observers, with assigned duties and restricted authority, to inspect the Project and to report to him on the progress of the Project, manner of procedure, quality of the material and workmanship, and compliance with the Contract. However, the presence of the City Representative or his designee as an inspector of the work performed shall not in any manner lessen the responsibility of the Contractor pursuant to this Agreement. Neither the City Representative nor any other representative of the City shall be responsible in any way for construction means, methods, or techniques or for the safety of the construction work, progress, or employees of the Contractor or any subcontractors.

B. Defective Work/Correction. Rejected workmanship shall be satisfactorily corrected by Contractor and rejected material shall be satisfactorily replaced with proper material by the Contractor, each without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Upon failure or neglect by the Contractor to promptly prosecute or perform the Work in accordance with the Contract or to make corrections to the Work as required by the City Representative, the City may, without prejudice to any other remedy it may have, complete the Work and/or correct the deficiencies and then deduct the actual cost thereof from payment which is then or thereafter due to the Contractor.

C. Contractor's Obligation Continues. The inspection of the Work shall not relieve the Contractor of any of its obligations to fulfill its Contract, notwithstanding that such work has been previously inspected by the City Representative and accepted or estimated for payment. The failure of the City Representative as inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of **two (2) years from date of final payment.**

D. Disagreement. Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character or acceptability or nature of the several kinds of work, or construction thereof, the decision of the City Representative shall be final and conclusive and binding on the Contractor.

E. Stop Work Orders. During unseasonable weather, all Work must stop when the City Representative so directs, and all work must be suitably protected by Contractor at all times. However, the City Representative shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

F. Progress Meetings. Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City Representative. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site. The Contractor, City Representative, the Contractor's Superintendent, all subcontractors, engineers, and inspectors, will attend.

If requested by the City Representative, Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the City Representative before the next scheduled meeting.

ARTICLE VII. PROJECT COMPLETION

A. Substantial Completion. "Substantial completion" shall be that degree of completion of a defined portion of the Project, as evidenced by the City Representative's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the Work for the purposes for which it was intended.

When the Contractor believes that the Project is substantially complete, the Contractor shall prepare and submit to the City Representative a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract. After inspection and/or, if an operating facility, after a minimum of seven (7) continuous days of successful, trouble-free operation has been achieved during startup, the City Representative may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining Work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project.

B. Final Inspection. Upon notice from the Contractor that its work is complete, the City Representative shall make a final inspection of the Work and conduct any necessary testing. The City Representative shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and Contract, as well as any defects he may discover. Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the City Representative.

After the City Representative has determined that the Work is acceptable under the Contract and after publication of final completion and all other requirements of final payment as provided for in this Agreement, then there shall be issued a final certificate of payment to the City stating the balance due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the Contract. In recommending to the City that it make such final payment to the Contractor, the City Representative shall also issue a certificate of final acceptance in which he shall recommend to the City that it accept the Work as complete and the Project as being final pursuant to the Contract.

None of the steps or actions taken by the City shall in any way relieve the Contractor of responsibility for faulty materials or workmanship. All warranty and guarantee periods for Contractor's Work on this Project shall commence on the date of issuance of final payment.

C. "As-Built" Drawings. Unless waived by the City Representative, the Contractor must provide to the City a set of "as-built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. Final Cleanup. Before final completion and final acceptance, the Contractor shall remove from all rights-of-way and from all public and private property all tools, scaffolding, false work, temporary structures and/or utilities and their foundations (except those the City permits in writing to remain), rubbish and waste materials resulting from its operation or caused by its employees, and all surplus materials, leaving the site clean and true to its line and grade and the Project in a safe and clean condition ready for use and operation.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the City Representative, he may cause the work to be done and deduct the cost thereof from the Contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. Notice of Completion. Contractor shall, immediately after the completion of any portion of the Project and acceptance by the Owner as provided for in this Agreement.

F. Final Payment. Upon completion of any portion of the Project by the Contractor and acceptance by the City Representative of all Work required of the Contractor for the Project, the amount due the Contractor pursuant to the Contract shall be paid upon the presentation by the Contractor to the City Representative of the documents set forth in Article II, Section D. for the purposes of establishing the following:

1. Evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the Contract and with the consent of the surety for release of final payment. If any subcontractor refuses to furnish such a release, Contractor may, with the consent of the City representative, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion, including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. Contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

G. Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment for any portion of the Project shall release the City, the City Representative, and their officers, employees, agents, and sub-consultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the Project except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as provided in this Agreement and ITB.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. Warranty and Guarantee.

1. *Warranty.* Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials, and equipment will be of good quality, free from fault and defects and in conformance with the Contract. The Project must be safe, substantial, and durable construction in all respects. All work, materials, and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The Project furnished must be of first quality and the workmanship must be the best obtainable. The Contractor hereby guarantees the Project and the work on the Project against defective materials or faulty workmanship for **two (2) years after final payment** by the City and shall

replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

- 2. *Guarantee.* If, within the designated warranty period, any of the Project, work, materials, or equipment is found to be defective or not in accordance with the Contract, the Contractor shall correct it promptly after receipt of written notice from the City to do so. The City shall give such notice promptly after discovery of the condition.

B. Correction of Defective Work During Warranty/Guarantee Period. Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and to pay for any damage to other works resulting from such defects, which become evident within **two (2) years after the date of final payment** unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of **one (1) year after the defect has been remedied.**

Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors.

Contractor also agrees to hold the City, the City Representative, and City’s employees harmless from liability or damages and cost and expenses of litigation of any kind arising from damage due to said defects.

City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS

Contractor shall comply with and keep itself fully informed of all federal, state, city, and county laws, ordinances, and regulations which affect those engaged or employed in the Project or the execution of the Project. Contractor shall possess all permits and licenses required by applicable law, rule, or regulation for the performance of the Project.

Contractor shall protect and indemnify the City and its employees, officers, consultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations, including, but not limited to, violation of copyright or patent laws.

Contractor shall cooperate with the City Engineer to register and obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract. Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including, but not limited to, sampling and monitoring. At the request of the City Representative, Contractor shall fulfill for the City all the requirements made upon the City by the permit or registration and shall perform all Work in compliance with and as required thereby. Contractor agrees to indemnify and hold harmless the City and its

officers, agents, and employees from any fines, penalties, damages, claims, liabilities, or judgments arising out of or in any manner associated with Contractor’s failure to perform the Work in strict accordance with all stormwater registration, permits, or license requirements.

If any portion of the Project involves work upon State right-of-way, the Contractor agrees to abide by the laws, terms, and conditions applicable to the same and obtain all permits required by the Alabama Department of Transportation.

ARTICLE X. MISCELLANEOUS

A. Notice and Service Thereof.

- 1. All notices, demands, requests, Change Orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this Agreement, any election, notice, or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
- 2. Any notice to or demand upon either party shall be in writing and shall be sufficiently given if addressed as stated in this Agreement and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered via private carrier in a sealed package with all costs being paid by the sender. It shall also be sufficient if such notice or demand is served personally on a party at the address set forth below.
- 3. **All notices to the City shall be addressed as follows:**
Parks and Recreation Director
City of Madison Parks and Recreation Department
8324 Madison Pike
Madison, Alabama 35758

With a copy to:
City Attorney
City of Madison Legal Department
100 Hughes Road
Madison, Alabama 35758

All notices to Contractor shall be addressed as follows:
Steve Clift
Baseline Sports Construction, LLC
3600 Henson Road
Knoxville, TN 37921

B. Capacity. Each party to this Agreement represents and warrants to the other as follows:

- 1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules, and regulations.
- 2. That it has full power and capacity to enter into this Agreement and to perform each of the obligations and responsibilities conferred and assumed hereunder.

3. That, to the extent required, it has obtained the necessary authorization and approval through a legally binding act of its organization and that such approval has been reduced to writing and certified or attested by the appropriate official of the party.
4. That it has duly authorized and empowered a representative to execute this Agreement on its behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That, absent fraud or other illegality, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company, or joint venture, the execution of this Agreement by any member thereof shall bind the party and to the extent that execution of the Agreement is limited to a manager, managing partner, or specific member, then the person so executing this Agreement is duly authorized to act in such capacity for the party.
6. That it represents and warrants to the other party that, to its knowledge, there is no litigation, claim, or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon its ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
7. That it has obtained any and all required licenses, permits, approvals, and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
8. That under the applicable provisions of the Constitution and laws of the State of Alabama it has the power to consummate the transactions contemplated by this Agreement.
9. That it represents and warrants that the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under the laws of the State of Alabama; any resolution, agreement, or other contract, agreement, or instrument to which the party is subject; or any resolution, order, rule, regulation, writ, injunction, decree, or judgment of any governmental authority or court having jurisdiction over the party.
10. That this Agreement constitutes the legal, valid, and binding obligation of the party and is enforceable against it in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. That it will not enter into any agreement to do anything prohibited in this Agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

C. No Waiver of Rights. Neither the inspection by the City Representative or by any of the City's officers, employees, agents, or sub-consultants; nor any order by the City for payment of money; nor any payment for, or

acceptance of, the whole or any part of the Project by the City; nor any extension of time or Change Order; nor any possession taken by the City or its employees; nor the failure by either party to enforce any provision of this Agreement shall operate as a waiver of any provision of this Agreement or of any power reserved to the City in this Agreement, or any right to damages, nor shall any waiver of any breach in this Agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regard to latent defects, fraud, or such gross mistakes as may amount to fraud, or with regard to the City's rights under any warranty.

D. Subletting or Assigning of Contract. Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the Agreement, its obligations, rights, or interest in it, or its power to execute such Agreement, to any person, firm, or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility to fulfill the Agreement. A sale, conveyance, or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. However, in no event shall any portion of this Agreement be assigned to an unsuccessful Bidder whose Bid was rejected because he or she was not a responsible or responsive Bidder.

E. Third Party Beneficiaries. It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

F. Force Majeure. Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or other circumstances beyond the reasonable control of the other or the other party's employees, agents, or contractors.

G. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials, and City employees as set forth in this Agreement are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer, or employee of the City shall ever be personally liable for the performance of any obligations hereunder.

H. Non-Discrimination. Contractor agrees that it will not discriminate against any person on the basis of race, color, sex, religion, national origin, or age in performing the Work required under this Agreement. Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act, and all other applicable laws and regulations.

I. Fines and Penalties. The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner or Contractor which are related to the Contractor's operations.

J. Agreement Date, Counterparts. This Agreement shall be effective as of the date it is executed by the parties. In the event the authorized signatures are affixed on different dates, the latter date of execution shall be the effective date. This instrument may be executed in no more than two (2) counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused to be affixed the signatures of their duly authorized representatives on the dates set forth below.

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

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

Notary Public

Baseline Sports Construction, LLC

By: _____

Its: _____

Date: _____

STATE OF ALABAMA

§

§

COUNTY OF MADISON

§

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

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

Notary Public

BASELINE



SPORTS CONSTRUCTION

865.588.4320

www.baselinellc.com

SCANNED PROPOSAL

CITY OF MADISON, ALABAMA

HEXAGON OPEN-AIR PICKLEBALL COURTS

BID NUMBER 2023-004-ITB

City of Madison, Alabama

ATTN: Administrative Planning & Bidding Coordinator

100 Hughes Road

Madison, Alabama 35758

SUBMITTED BY

Steve Clift, Vice President

Baseline Sports Construction,

LLC, 3600 Henson Road, Knoxville, TN 37921

Steve@baselinellc.com, 423-593-8284

AL Contractors License #45737

Unlimited; Expiration date: November 30, 2023

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



E. FORMS

1. ALL REQUIRED FORMS

- a. Bid Submittal Form ✓
- b. Bidder Pricing Sheet ✓
- c. Immigration Law Compliance Form ✓
- d. Disclosure Statement ✓
- e. Statement of Non-Collusion ✓
- f. References Form ✓
- g. Bid Bond ✓

2. BID SUBMISSION CHECKLIST

- Fully executed originals of Forms a. – g. listed above
- Acknowledgement of any/all issued addenda in Section C. of Bid Submittal Form
- Copy of General Contractor's license
- Copy of Certificate of Insurance
- Proof of enrollment in E-Verify
- Bid enclosed in a sealed envelope inscribed with all required information **SCANNED**
- Bid submitted to the Administrative Planning and Bidding Coordinator

3. INVITATION SUMMARY

Project Title:	Hexagon Open-Air Pickleball Courts
Bid Number:	2023-004-ITB
Issue Date:	April 12, 2023
Optional Pre-Bid Meeting:	Wednesday, April 19, 2023, 2:00pm
Deadline for Questions:	Friday, April 21, 2023, 5:00pm
Bid Due Date:	Wednesday, April 26, 2023, 2:00pm
City's Bid Opportunities Website:	https://madisonal.procurement.com/Bids
City Contact for Questions:	Alicia Walden Administrative Planning and Bidding Coordinator alicia.walden@madisonal.gov (256) 772-5630

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



BID SUBMITTAL FORM

A. BIDDER'S INFORMATION

Legal Name: Baseline Sports Construction, LLC

Business Address: 3600 Henson Road

Knoxville, TN 37921

Business Phone: 865-588-4320 Company's E-mail: Info@baselinellc.com

Authorized Representative: Steve Clift

Title: Vice President

Representative Phone: 865-588-4320 (work) 423-593-8284 (cell)

Representative's Email Address(es): Steve@baselinellc.com; GaylaL@baselinellc.com

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

License Class & Bid Limit: General Contractor, Unlimited

Alabama General Contractor No.: 45737

Alabama General Contractor Specialty: BC: Building Construction, MU-S: Concrete Pavement, MU-S: Concrete Projects, MU-S: Fencing, MU-S: Paving and Asphalt, MU-S: Striping,

Alabama General Contractor License Major Categories: REP: Reciprocity State of Tennessee, SC: Tennis Courts

(1) _____

(2) _____

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

C. ADDENDA

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

D. ACKNOWLEDGMENT OF TAX-EXEMPT STATUS

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

E. BID GUARANTY

Attached hereto is a **BID BOND/CASHIER'S CHECK** (circle one) issued by Berkley Insurance Co. in the amount of \$ 5% of total bid as full satisfaction of the Bid Guaranty requirement contained in the Invitation to Bid.

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



F. BIDDER'S DECLARATION AND UNDERSTANDING

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

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

G. CONTRACT COMPLETION TIME

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

H. PERFORMANCE OF WORK

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

IN WITNESS WHEREOF, the Bidder has caused this Bid Submittal Form to be completed, executed, and its seal affixed by its duly authorized representative this 23th day of May, 2023.

Baseline Sports Construction, LLC
Legal Name of Bidder/Company

By: Steve Clift

Its: Vice President

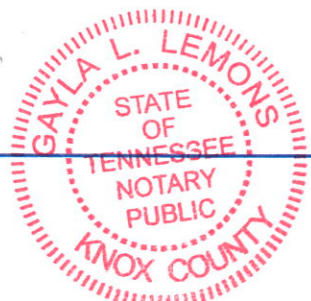
Date: May 23, 2023

STATE OF Tennessee §

COUNTY OF Knox §

I, the undersigned authority, as Notary Public in and for said County in said State, hereby certify that Steve Clift, whose name as Vice President of Baseline Sports Construction, LLC is signed to the foregoing instrument, and who is known to me, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 23rd day of May, 2023.



Gayla L. Lemons
Notary Public **Gayla L. Lemons**
Exp. 4/7/2026

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



BIDDER PRICING SHEET

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

Total Base Bid: \$ 514,535.00

Additive Alternate

Additional cost for installation
of concrete in lieu of asphalt \$ No Bid

Unit cost for additional
limestone dense graded base \$ 75.00 /per ton

I, Steve Clift, as Vice 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.

May 23, 2023
Date


Signature of Authorized Representative

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



IMMIGRATION LAW COMPLIANCE FORM

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

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

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

I, Steve Clift, as Vice 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.

May 23, 2023
Date


Signature of Authorized Representative **Steve Clift, VP**

E-VERIFY AFFIDAVIT

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

AL GC License 45737

Business License Account No.

(A) On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.

(B) On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Baseline Sports Construction, LLC

Name of Private Employer

310141

Federal Work Authorization User Identification Number

(Also called E-verify#, usually 4-7 digits)

03/09/2010

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 23rd, May 2023 in Knoxville (city), TN (state).

[Signature]
Signature of Authorized Officer or Agent

Steve Clift, Vice President
Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 23rd DAY OF May, 2023.

[Signature]
NOTARY PUBLIC Gayla L. Lemons

My Commission Expires: April 7, 2026



License Year 2022

¹To determine the number of employees for purposes of this affidavit, a business must count its total number of employees company-wide, regardless of the city, state, or country in which they are based, working at least 35 hours a week.

City of Madison, Alabama
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DISCLOSURE STATEMENT

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

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

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

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

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

I, Steve Clift, as Vice 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.

May 23, 2023
Date


Signature of Authorized Representative **Steve Clift, VP**

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



STATEMENT OF NON-COLLUSION

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

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

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

I, Steve Clift, as Vice 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.

May 23, 2023
Date


Signature of Authorized Representative **Steve Clift, VP**

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



REFERENCES FORM

BIDDER NAME: Baseline Sports Construction, LLC

ADDRESS: 3600 Henson Road

CITY/STATE/ZIP: Knoxville, TN 37921

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

a. Customer Name: _____
 Address: _____
 Phone Number: _____
 Contact Person: _____
 Contact's Email: _____
 Project Details: _____

b. Customer Name: _____
 Address: _____
 Phone Number: _____
 Contact Person: _____
 Contact's Email: _____
 Project Details: _____

c. Customer Name: _____
 Address: _____
 Phone Number: _____
 Contact Person: _____
 Contact's Email: _____
 Project Details: _____



AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

David Clapp, CTCB

The Designation

CERTIFIED TENNIS COURT BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS
OF TENNIS COURT CONSTRUCTION AND FOR HAVING
SUCCESSFULLY FULFILLED THE CONDITIONS OF
ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

In witness whereof we have set our hands on

this 31st day of December, 2022

Certification expires: December 31, 2025

A handwritten signature in black ink, appearing to be "D. Clapp", written over a horizontal line.

Executive Director

A handwritten signature in black ink, appearing to be "Paul Holman", written over a horizontal line.

Certification Chairman





Tennis Courts Reference List

Truett McConnell Tennis, Cleveland, GA (2022)

Jenni Shepard, Vice President of Athletics, Truett McConnell University, 706-491-6327.
New construction of 8 tennis courts.

Tellico Village Pickleball, Loudon, TN (2022)

Clayton Taylor, Tellico Village Property Owners Association, 865-458-7081
New construction of 4 pickleball courts.

Johnson City Senior Center Pickleball, Johnson City, TN (2022)

Deb Fogle, Senior Services Manager, 423-434-6231. Conversion of tennis courts at
MPCC to Pickleball courts.

RVC Pickleball, Sevierville, TN (2022)

Jenkins & Stiles, LLC, 865-671-0130. Construction of new pickleball courts.

Va Du Mar Park, Spartanburg, South Carolina (2022)

Mike Nation, Senior Project Manager, Spartanburg County Parks Department, 865-804-
5816. Construction of 1 tennis court and 8 pickleball courts, resurface 8 existing courts.

Lee County Tennis, Jonesville, VA (2022)

Brian Dean, Superintendent, Lee County Public Schools, 276-346-0173.
Reconstruction of 4 tennis courts.

Frank Lorino, Morristown, TN (2022)

Anthony Cox, City Administrator, City of Morristown, 423-581-5630. Tennis court
rehabilitation, 8 courts, 1 practice court.



3600 Henson Road, Knoxville, TN 37921
(800) 205-9521 (865) 588-4320 fax: (865) 588-4111
Email: info@baselinellc.com



Belle Meade Country Club, Nashville, TN (2021)

John Yancey, Head Tennis Professional, 615-385-0150. New construction of 4 pickleball courts.

Cedar Bluff Racquet Club, Knoxville, TN (2021)

Cyndi Thompson, President, 865-690-5700. New construction of 7 pickleball courts.

Rabun County High School, Tiger, GA (2021)

Jason Hogan, Director of Plan Operations, 706-212-4350. Demolition of existing 4 tennis courts with expansion of the space to 5 tennis courts.

University of the Cumberlands, Williamsburg, KY (2020)

Travis Wilson, Director of Operations, 606-539-4236. New construction of 6 tennis courts.

Belmont Roof, Nashville, TN (2020)

Mauricio Antun, tennis coach, 615-975-0665. New construction of 6 tennis courts on parking deck.

Pellissippi State Community College, Knoxville, TN (2020)

Regina McNew, 865-694-6650. Construction of 2 indoor courts.

Lakeway Christian Academy, White Pine, TN (2020)

Bruce Bosse, General Contractor, 865-966-4100. New construction of 6 tennis courts.

Collierville Middle School, Collierville, TN (2020)

Anita Swindle, Principal, 901-853-3320. New construction of a multi-purpose court.



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Fort Payne High School, Fort Payne, AL (2020)

Fort Payne City Board of Education, 256-845-0915. Construction of 8 new tennis courts.

Crown Colony HOA, Kingsport, TN (2020)

Craig Hughes, 423-782-0429. Construction of 3 tennis courts.

Jefferson County High School, Dandridge, TN (2019)

Langdon Potts, Finance Director, Jefferson County, TN. 865-397-4922, ext. 101. Removed and replaced 6 tennis courts.

Hixson High School, Hixson, TN (2019)

Justin Witt, Hamilton County Department of Education, 423-883-5465. Removed 4 courts and expanded to 8 courts.

Guntersville High School, Guntersville, AL (2019)

Rob Van Peurse, Architect, 256-533-6617. Renovated 6 tennis courts.

Karns High School, Knoxville, TN (2019)

Chris Towe, Knox County Schools, 865-594-1800. Demolition and reconstruction of 4 tennis courts.

John Sevier Park, Maryville, TN (2019)

Joe Huff, Director of Maryville-Alcoa-Blount Country Parks and Recreation, 865-983-9244. Tennis and pickleball court reconstruction.

Blackberry Farms, Walland, TN (2019)

Jeff Rabinowitz, Blackberry Farms Operations Manager, 865-984-8166. Reconstruction of 2 courts.



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Belle Meade Country Club, Nashville, TN (2019)

John Yancey, tennis professional, 615-356-2170. Removed existing asphalt indoor courts and replace with 8 post tension concrete courts with cushioned acrylic surface, 2010. Resurfaced indoor courts.

Lookout Valley High School, Chattanooga, TN (2018)

Ron Smith, Hamilton County Department of Education, 423-883-5465. Removed and replaced 4 tennis courts.

Fort Sanders Health & Fitness, Knoxville, TN (1989-Present)

Mary Watkins, Tennis Professional, 865-531-5000. New construction and resurfacing work, indoor and outdoor.

City of Knoxville, Knoxville, TN (1992-Present)

Aaron Browning, Assistant Parks Director, 865-521-2090. Harriet Tubman Park - resurfaced 4 courts 1992; resurfacing tennis courts, 2005; renovation of tennis courts, 2011. West Hills Park – rebuilt 8 courts, 2008. Cecil Webb Park – constructed double basketball court, 2009-10; Duff Field - resurfaced 2 courts, 1993; remodeled 2 tennis courts into 1 tennis court & 1 basketball court, 2005. Alice Bell - resurfaced 2 courts 1993. Whittle Springs - resurfaced 2 courts, 1993. Tyson Park - repaved and resurfaced 6 courts, 1993; repaved and resurfaced 3 courts, 1996. rebuilt 3 tennis courts, 2001; resurfaced tennis courts, 2005. Eastside YMCA - resurfaced single court, 1994. Mary James Park - resurfaced 1 court, 1994. Northwest Middle School - resurfaced 2 courts, 1994. Edgewood Park - resurfaced 2 courts, 1994; repaved/resurfaced 2 courts, 2008. Inskip Park - repaved and resurfaced 4 courts, 1996; repaved & converted 4 courts to 3 courts, 2010. Fulton High School - rebuilt 4 courts, 1999. Charter Doyle Park – resurfacing tennis courts, 2005 and 2020. Whitlow Logan Park – repave and resurfaced 1 court, 2008 and 2020. Fountain City Park – rebuilt 2 courts 2010, resurfaced 2020. Island Home Park – resurfaced court, 2020.



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 Email: info@baselinellc.com

STATE OF ALABAMA



BID LIMIT: U UNLIMITED AMOUNT: LICENSE NO.: 45737 TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

BASELINE SPORTS CONSTRUCTION LLC

KNOXVILLE, TN 37921

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

BC: BUILDING CONSTRUCTION, MU-S: CONCRETE PAVEMENT, MU-S: CONCRETE PROJECTS, MU-S: FENCING, MU-S: PAVING AND ASPHALT, MU-S: STRIPING, REP: RECIPROCITY STATE OF TENNESSEE, SC: TENNIS COURTS

until November 30, 2023 when this Certificate expires.

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

8th day of November, 2022 SECRETARY-TREASURER

Michael B. Ten

Chairman A. Carde Chairman

189947

Client#: 657835

BASESPORT

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2022

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

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

PRODUCER Marsh & McLennan Agency LLC 413 North Shore Drive, SW Suite E Knoxville, TN 37919	CONTACT NAME: Marilyn S Spoon
	PHONE (A/C, No, Ext): 865-588-7200 FAX (A/C, No): 865-588-7224 E-MAIL ADDRESS: Marilyn.Spoon@MarshMMA.com
INSURED Baseline Sports Construction, LLC 3600 Henson Rd. Knoxville, TN 37921	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Selective Ins. Co. of SC 19259
	INSURER B : Selective Insurance Company of America 12572
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		S2405818	11/01/2022	11/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		S2405818	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		S2405818	11/01/2022	11/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC9070801	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Installation Floater		S2405818	11/01/2022	11/01/2023	\$200,000 Limit \$100,000 Temp Storage \$1,000 Deductible

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

CERTIFICATE HOLDER Baseline Sports Construction 3600 Henson Road Knoxville, TN 37921	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE PETER J. KRASS
--	--

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Credit Application – Baseline Sports Construction, LLC

Nature of business: General contractor specializing in sports construction.

Physical /Mailing address: 3600 Henson Road
Knoxville, TN 37921

Federal ID Number: 62-1837086

D & B Number: 015450799

Ownership: LLC, state of Tennessee

Business established: 2000

LLC Members: Will Ferguson, President David Clapp, Vice President
Steve Clift, Vice President

Billing contact: Kent Harrison, phone: 865-588-4320
Email: kent@baselinellc.com

Bonding company: Shafer Insurance, Sue Hill, 1100 Marion Street, Suite 200, Knoxville, TN 37921, 865-292-1129

BANK REFERENCE

Truist, Knoxville, TN Contact: DeAnna Hughes
Phone: 865-766-8692 Email: DeAnna.Hughes@Truist.com

TRADE REFERENCES

Nova Sports USA	Shaw Sports Turf
6 Industrial Road, Building #2	185 South Industrial Boulevard
Milford, MA 01757	Calhoun, GA 30701
Phone: 508-473-6540	Phone: 706-879-3543
Fax: 508-473-4077	Fax: 706-879-4045

Putterman Athletics	Merchants Metals, Inc.
815 W. Van Buren Street, Suite 520	1840 N. Cherry Street
Chicago, IL 60607	Knoxville, TN 37917-4184
Phone: 800-621-0146	Phone: 865-522-8511
Fax: 773-650-6028	Fax: 865-522-8515

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



BID BOND

PRESENTED TO THE CITY OF MADISON, ALABAMA

STATE OF ALABAMA

§

COUNTY OF MADISON

§

§

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, as Principal and Surety, are hereby held and firmly bound unto the City of Madison, Alabama, a municipal corporation, as Obligee, hereinafter called "the City," in the sum of FIVE PERCENT OF AMOUNT BID Dollars (\$ 5%) and for payment of such sum, well and truly to be made, said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The above obligation is made on the condition of Principal submitting to the City a certain Bid, the same being attached hereto and made a part hereof, to enter into a contract in writing with the City for the following Project:

Project: HEXAGON OPEN-AIR PICKLEBALL COURTS

Location: MADISON, AL

Architect or Engineer: CITY OF MADISON, AL

Project Number: 2023-004-ITB

NOW, THEREFORE, if said Bid shall be rejected, or, in the alternative, if said Bid shall be awarded and the Principal shall execute and deliver a Contract in the form specified in the Invitation to Bid for the above-referenced Project, and shall execute and deliver the Performance Bond and Payment Bond as required in the Contract and submit the insurance certifications as required by the Contract and fulfill all other qualifications and requirements of the Contract and Bid specifications and shall in all other respects perform according to the Contract, then this obligation shall be void. Otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals, this the 23 day of MAY, 20 23, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by their authorized representatives.

WITNESS:
Gayla D. Lynons

PRINCIPAL:
BASELINE SPORTS CONSTRUCTION, LLC

By: *SCA*
Vice President

City of Madison, Alabama
Bid Number: 2023-004-ITB
Project Title: Hexagon Open-Air Pickleball Courts
Issued: April 12, 2023



Title: _____

Address: 3600 HENSON RD.
KNOXVILLE, TN 37921

SURETY:

BERKLEY INSURANCE COMPANY

By: _____

Title: SUE J HILL, ATTORNEY-IN-FACT

Address: 475 STEAMBOAT RD.
GREENWICH, CT 06183

ATTEST:

Rhonda Bean

Attorney-in-Fact
RHONDA BEAN

NOTE: All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: In lieu of a Corporate Surety, Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Madison, Alabama, in an amount equal to five percent (5%) of the amount bid but in no instance more than \$10,000.00.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Jason E. Tallent; Christina M. Addington; Alexander C. Shafer; Sue J. Hill; or Rhonda Bean of Shafer Insurance Agency, Inc. of Knoxville, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of January, 2021.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 15th day of January, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23 day of May, 2023

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

RESOLUTION NO. 2023-212-R

**A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES
AGREEMENT WITH INZONE, 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 InZone, LLC for design and installation of an eighteen hole disc golf course at Sunshine Oak Park, 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 InZone, 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 26th day of June 2023.

Ranae Bartlett, City Council President
City of Madison, Alabama

ATTEST:

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

APPROVED this ____ day of June 2023.

Paul Finley, Mayor
City of Madison, Alabama

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and InZone, LLC, a domestic corporation located at 147 Castle Drive, Suite F, Madison Alabama 35758, hereinafter referred to as "Consultant."

WITNESS TO:

WHEREAS, the City of Madison requires the design and installation of an eighteen (18) hole disc golf course for the Sunshine Oaks property located on Mose Chapel Road (herein "the Project"); and

WHEREAS, the best interests of the City and its residents will be served by retaining a profession with experience designing and installing similar projects; 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:

Design and install an eighteen-hole disc golf course on the Sunshine Oaks Property located adjacent to Mose Chapel Road.

- B. 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.

- C. Consultant shall ensure that its work complies with the Americans with Disabilities Act (ADA), the City's ADA Pedestrian Facilities Plan, dated August 29, 2016, as well as the City's ADA Self-Evaluation and Transition Plan, dated August 29, 2016.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. By signing this contract, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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 **fifty six thousand nine hundred twenty dollars (\$56,920.00)**, 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.

SECTION 3: INDEMNIFICATION & INSURANCE

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.

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: 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 Consultant 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 per project.

SECTION 4: COMMENCEMENT; TERM

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP

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

SECTION 7: EXCUSED PERFORMANCE

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

SECTION 8: ASSIGNMENT

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

SECTION 9: ENTIRE AGREEMENT: WAIVER

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

SECTION 10: NOTICES

All notices to City shall be addressed to:

*Director
City of Madison Recreations Department
100 Hughes Road
Madison, Alabama 35758*

All notices to Consultant shall be addressed to:

*Lavone Wolfe
InZone, LLC
147 Castle Drive, Suite F
Madison, Al 35758*

SECTION 11: GOVERNING LAW

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

SECTION 12: MISCELLANEOUS PROVISIONS

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

limited.

- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. 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 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 Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

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

Notary Public

InZone, LLC

By: _____

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 InZone, 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, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

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

Notary Public

InZone, LLC
 Lavone Wolfe
 Sales@InZoneDiscGolf.com
 147 Castle Drive suite F
 Madison, AL 35758



DISC GOLF COURSE PROPOSAL AND ESTIMATE
Sunshine Oaks Property on Mose Chapel Road
May 8, 2023

Overview: InZone, LLC DBA Hall of Fame Course Design, proposes to design and install an 18 hole disc golf course with professional grade targets, signage and upgrades. The course will be conducive for tournaments, events and designed to be used by advance level athletes as well as recreation level players. The course will draw an abundance of regional players and will quickly become an attractive asset for Madison.

InZone, LLC is licensed in Huntsville, Madison County and the State of Alabama and maintains liability insurance: \$1,000,000. General Aggregate, \$1,000,000. Products-Completed Operations Aggregate, \$1,000,000. Each Occurrence.

Item	InZone, LLC Scope of Work and Professional Services	
1	Design and mark 18 hole disc golf course with 4 alternate pin positions and a practice putting area.	
2	Installation of targets and installation sleeves.	
3	Landscaping, pruning and clearing of minor brush to shape fairways where heavier equipment is not required. Mark location of trees to be planted.	
4	Dig / Auger fifty 6"x20" holes for target installation sleeves, course signage and kiosk.	
5	Assembly and installation (with concrete) of twenty three targets and flag kits.	
6	Installation of sign posts, sign frames with signs, course map and caution signs. (Installation uses pressure treated wood posts concreted in the ground with mounted aluminum frames for tee signs.	
7	Construct elevated target platform with mounted target, flag pole and American flag.	
8	Construct 4'x8' kiosk, sign and information board with metal roof for course map.	
9	Map the course and work with graphics designer to create design files with full imagery for all signage and map.	
10	Supervise / consult with contractor or city departments on required excavation, clearing and forestry mulching of fairways.	
11	Supervise / consult with contractor or city departments on preparation and framing of tee pads.	
12	Supervise / consult with contractor or city departments on pouring, finishing and backfilling of tee pads.	
	Total	\$42,000

Item	InZone, LLC Purchased Equipment and Materials	
1	Twenty three Innova Discatcher PRO (28 chain) Targets complete with locking collars and installation sleeves.	\$9,500
2	Shipping for targets and installation sleeves.	\$400
3	Twenty three InZone Target Flags and Mounting Kits (numbered 1-18 and four blank flags).	\$700
4	Twenty three locks keyed alike.	\$270
5	Signage: eighteen aluminum sign frames with 4" extension on top for vinyl number wraps, eighteen vinyl number wraps 4"x16" for tops of frames, eighteen 12"x18" aluminum tee signs with printed graphics, one 23"x36" sign with printed course map, one 11"x84" sign with printed course name, two 12"x18" signs with caution graphics.	\$2,850
6	Materials for designing, marking, mapping course (paint, survey markers, tape, string, stakes, etc).	\$100
7	Quickrete and auger rental for installation of target sleeves, signs, and kiosk.	\$300
8	Materials for Elevated Platform.	\$400
9	Materials for Kiosk / Sign / Information Board with metal roof.	\$400
	Total	\$14,920

ALL TOTAL	\$56,920
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Item	Items (not in InZone's Scope of Work) that are provided by the City
1	Provide a facility to receive and stage equipment during the design and installation of the course.
2	Clearing and removal or mulching of trees and brush in marked fairways (only a few fairways will require this). Removal and disposal of piles of debris, brush, limbs, materials, dirt, gravel, etc. that was created or left over from the project.
3	Prepare and level ground for tee area, frame, level, pour concrete, finish, remove frames, backfill with topsoil and dress out perimeter of 18, 5' X 12' X 3.5" concrete tee pads. Pads are to be .5" above grade and have a moderate broomed finish. Place sod or plant grass seed around perimeter to prevent erosion.
4	Install up to twenty, 8'-10' tall Thulia Green Giant trees (or drought tolerant evergreens) where located by InZone, LLC to shape shots in the open portions of the course.
5	Remove unwanted fences.
6	Fill holes and improve water flow from low areas that currently retains water.
7	Place 6'-8' benches adjacent to tee pads.

Designer Information:

Since 1974, Lavone Wolfe has played and studied disc golf course design to provide amateur and professional disc golfers a fun, fair, challenging and rewarding disc golf experience in recreation or competition. Lavone is a world class disc golfer and a member of the Disc Golf Hall of Fame. He is one of only ten **Certified Master Course Designers** in the world and one of the most experienced. Lavone's first priority of design is for the safety of players, property and spectators. He uses a number of design elements that can only be learned and implemented by years of competitive play, study and experience. His courses are known by challenging risk/reward elements, false fronts, use of foliage, texture of terrain, elevation, water hazards, natural obstacles, prevailing winds, placement of throws, requirement of shot diversity and execution. Lavone Wolfe designed courses are praised by the best players in the world and are routinely used in the highest levels of competition including two PDGA World Championships. However, it is important to note that Lavone's courses not only challenge the pros but also provide fun recreation opportunity for players of all skill levels.

Statement of Opportunity:

The preliminary site review for the Sunshine Oaks property on Mose Chapel Road has been completed and the property is very suitable for a disc golf course. The designer recommends an 18 hole course with 4 holes having multiple target positions and permanent targets in both long and short positions. This will make the course very conducive for both rec and advanced level players. Using the natural terrain and trees the course can be designed to provide challenging shots, scoring diversity and excitement for recreational play and competition. The northern portion of the property has areas that have minimal trees to use to shape shots. The designer suggests planting approximately twenty 8'-10' tall Green Giant Thulia evergreens in marked positions to shape shots in what would otherwise be open fairways. There are a few low areas that hold water that may require some dirt to make the course more playable. Currently the City of Madison does not have a full 18 hole course that can be used for tournament play. The designer projects that this course will immediately become a favorite recreational activity for a large amount of players. The course will offer opportunity for year round recreation for local residents of all ages. It can also be anticipated that locals will work with the park department to organize and promote disc golf activities.

Process and Time Estimate:

Once the City elects to proceed with the project, the estimated time for completion of InZone tasks is 8 to 10 weeks. The designer expects minor preparation for the city to level and install tee pads. The designer expects nominal excavation and clearing of trees and brush for the few more wooded fairways. The designer is willing to achieve a win-win solution to find ways to reduce cost by using city labor, equipment and materials for the installation of tee pads and required clearing. The designer is willing to coordinate and supervise such efforts to insure quality and proper installation.

The awardance of a contract for this proposal indicates that the customer accepts and agrees to the following provisions and enters an order for the scope of work / professional services and equipment to be provided by InZone, LLC as specified in this document. The purchaser will be provided with the final plan for tee, sign and target locations for approval prior to any digging or installation of equipment. The purchaser is responsible for the location and marking of any private underground utilities, sprinkler systems, equipment, etc. in areas marked for the disc golf course installation. The purchaser accepts all responsibility and liability for the disc golf course design, equipment, installation and use and holds Lavone Wolfe, InZone, LLC (Hall of Fame Course Design) harmless for any damages, harm, loss or activities associated with or caused by any person, player, discs or equipment used, on or associated with the course. This proposal contains an estimate of services, equipment, materials and labor and cost may be adjusted as required to complete the project. Purchaser agrees to pay completed portions of the contract as invoices are submitted. The balance of the contract total is due 30 days after the completion of all items in the scope of work and provision of all equipment by InZone, LLC.